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The Solicitors' Journal
and Weekly Reporter.

LONDON, MAY 23, 1908.

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Current Topics.

The Practice in Chambers in the King's Bench Division.

THE MEETING convened by the General Council of the Bar to consider the proposed abolition of the existing system by which a judge of the King's Bench Division sits in chambers to dispose of chamber business, and the substitution therefor of a system by which such business may be disposed of by not less than three judges sitting in different courts after the rising of their respective courts, has not elicited much approval of the proposed change, which is understood to have been recommended by the Lord Chief Justice and BRAY, J. It may well happen that the judge sitting in court is, from the nature of his training and experience, ill qualified to deal with the ordinary business in chambers, and his difficulties must inevitably be increased by the fact that his labours do not begin until late in the day, when he is probably suffering from mental and bodily fatigue. In the opinion of some members of the profession, it would be better if each judge were to dispose of his allotment of chamber business at the commencement of the day and then pass on to the hearing of causes. Other suggestions have been made, but none of them appear to favour the distribution of the work at chambers among the whole body of judges. The object of the new scheme is understood to be the release of the judge sitting in chambers, so as to procure his assistance in preventing any interruption to the sittings at Nisi Prius.

Where are the New Rules of Court?

THE RULES of the Supreme Court (March), 1908, were published under the Rules Publication Act on the 21st of March last, since which time nothing more has been heard of them. The probation period of forty days expired on the 30th of April; but they have not yet been issued. There is some impatience among practitioners at the delay, by reason of the fact that two of the rules are of great practical importance—namely, rule 2, which extends the duration of *subpœnas*, and rule 6, which closes the offices of the court at one o'clock on Saturdays. There is considerable urgency as to the first-named rule, which removes a great defect in the practice whereby many litigants have been put to unnecessary expense and inconvenience. There never ought to have been any necessity to issue fresh *subpœnas* whenever a witness action in the list was carried over from one sittings to the next. The one o'clock closing rule also is a great boon to solicitors and their clerks, as well as to officials of the court. The new rules are presumably being delayed in consequence of the presence among them of a quite unimportant rule referring to the Long Vacation, which the Rule Committee—inadvertently, no doubt—passed in draft erroneously. We ventured on a previous occasion (*ante* p. 423) to point out that the authority of the Rule Committee does not extend to repealing or varying an Order in Council in the matter of the Long Vacation, which under section 27 of the Judicature Act, 1873, and section 17 of the Judicature Act, 1875, can only be done by the King in Council.

The Control of the Long Vacation.

THE OBVIOUS intention of the statute was to place the Long Vacation under a control other than that of the judges, and as a matter of common sense business, the State was wise, because if a really strong public demand were raised for reducing the Long Vacation to, let us say, six weeks, the State would be powerless to accede to it if the sole jurisdiction to fix the duration of the Long Vacation were in the hands of the judges. Clearly the King in Council, representing the State, is the proper body to have

the sole control over the Long Vacation, and the terms of this proposed new rule, which was passed by the Rule Committee under an evident misapprehension as to its powers, contains strong evidence that Parliament was right in not placing the control over the duration of the Long Vacation in the hands of the judges. There is at the present time a demand for the curtailment of the Long Vacation, and this rule was probably passed as a concession to that demand. If it had been *intrà vires* what would this rule by way of concession have amounted to? Well, as a matter of fact, it is no concession at all. It is worse than a refusal, for while it purports to shorten the Long Vacation, it does not really do so. The basis of the demand for shortening the Long Vacation—the sum and substance of the whole movement in that direction—is an objection to the courts for the trial of actions being closed for so long a time in the autumn of every year. What is the answer of the judges to this demand as shewn in rule 5 of the Draft Rules of the Supreme Court (March), 1908? Their answer is to open the Masters' chambers a week earlier, while their own courts are left closed as before! We have called this rule unimportant, and so it is, for not only is it *ultrà vires*, but what it purports to do is a mere trifling with a public demand. It would have been of no practical use whatever to the public or the profession if it could have come into operation. The other rules, however, should be signed and put into operation as soon as possible, for there are valuable provisions among them which ought not to be delayed merely because difficulties have arisen about a rule of no importance. The rest of the rules should be issued without it, so that the benefit of the *subpœna* rule is not lost by delay over the Whitsun recess.

Solicitor and Client Bills of Costs.

It is important to notice that the Court of Appeal (as reported elsewhere) have reversed the decision of Pickford, J., in *Cobbett* v. *Wood* (1908, 1 K. B. 590), and, accordingly, in order that a solicitor, who has received party and party costs, may recover the difference between these and his solicitor and client costs, it is essential that, in delivering his bill for the latter costs, he should include the whole of the items in the action, those which have already been paid, and those which he is still claiming, and then give credit for the sum paid. It is not sufficient for him to deliver a bill containing only the extra solicitor and client costs. This is in accordance with the principle stated by Tindal, C.J., in *Waller* v. *Lacy* (1 Man. & Gr., p. 69): "Those charges by themselves are not intelligible to the officer of the court. An attorney's bill, generally speaking, ought to give a history of the cause, so as to enable the officer to judge of the propriety of the various items of which it is composed; but if part only of the charges are set forth, he has not sufficient materials whereon to form his judgment. A delivery of a bill containing merely the extra costs is certainly not according to the general practice, which is for the attorney to deliver a bill of the whole costs, giving his client credit for the sum that has been received." In the present case Pickford, J., distinguished *Waller* v. *Lacy* on the ground that the party and party bill had there been delivered, not to the client, but to a stranger, and hence the client, in receiving a bill for extra costs only, was not in a position to understand it. In *Cobbett* v. *Wood* the party and party bill had been delivered to, and paid by, the same person to whom the solicitor delivered the bill for extra costs. The solicitor had acted for the wife in proceedings for a judicial separation, and was claiming against the husband the wife's extra costs in addition to those which had already been paid by the husband on a party and party taxation. But the fact that the two bills are delivered to the same person does not really meet the point put by Tindal, C.J. It may be possible to extract the history of the action from two separate bills, but this is not the convenient method, nor, as the Court of Appeal have held, is it in accordance with the practice. The bill under which the solicitor seeks to recover his extra costs must contain the whole of the items of cost, and by giving credit for those already paid the solicitor will shew the balance which he claims. The principle of including the party and party costs was affirmed by Warrington, J., in *Re Mercantile Lighterage Co.* (1906, 1 Ch. 491), though he there allowed them to be included as a lump sum. The question in that case was whether one-sixth had been taxed off the entire solicitor and client bill, and for this purpose it was sufficient to include the results of the previous party and party taxations. But the Court of Appeal treated this case as exceptional, and, according to the rule now laid down, all the party and party items must be inserted in the solicitor and client bill. Only thus does it become a proper bill within section 37 of the Solicitors Act, 1843, so as to enable the solicitor to recover on it.

Covenants to Yield Up "Fixtures."

With a good deal of difficulty, the strict law as to fixtures becoming part of the premises to which they are attached has been modified so as to give tenants the right to remove articles of the class known as tenant's and trade fixtures; but the decision of Parker, J., in *Leschallas* v. *Woolf* (1908, 1 Ch. 641) calls attention once again to the danger which tenants run of forfeiting their rights in consequence of the wording of the covenant to yield up in repair. If this binds them to yield up "fixtures," then, according to the *primâ facie* meaning of the word, the right of the tenant to remove any fixtures is given up by the express agreement, and he loses his ordinary right to remove tenant's and trade fixtures. But a clause which contains such a provision is, it has been remarked, a landlord's clause, and the courts have done their best to construe it in a manner less prejudicial to the tenant. In leases framed upon the old precedents this was perhaps more easy than at the present day. It was the fashion to enumerate a long string of articles—keys and locks, pumps, posts and pales, &c.—which were to be given up, and at the end came the general word "fixtures." If the articles specifically mentioned could be treated as including only landlord's fixtures, then the *ejusdem generis* rule was applied, so as to restrict the general word "fixtures" accordingly, and the tenant was at liberty to remove tenant's and trade fixtures: *Bishop* v. *Elliott* (11 Ex. 113), *Lambourn* v. *McLellan* (1903, 2 Ch. 268). But in modern leases this practice is disappearing, and there will now probably be no further intimation of the intention of the parties than the mere insertion of the word "fixtures." Thus in the lease which was in question in *Leschallas* v. *Woolf* (*suprà*) the covenant bound the tenant at the determination of the term to deliver up the demised premises "with all and singular the fixtures and articles belonging thereto." In such a case it is of course much more difficult to apply the benevolent construction of *Bishop* v. *Elliott*, and to confine the term "fixtures" to landlord's fixtures. Apart from the restriction thus put upon its meaning, there is the objection that the word becomes superfluous. And although the case was decided on another ground, Parker, J., intimated his opinion that this construction could not be adopted. "I can find," he said, "no authority which decides that a covenant to deliver up the demised premises and all fixtures belonging thereto, without any further explanatory words or clauses, is confined to landlord's fixtures." Apparently this is so, for even the judgment of the Court of Appeal in *Lambourn* v. *McLellan* (*suprà*)—to which the attention of the learned judge does not appear to have been directed—was based on *Bishop* v. *Elliott* and the *ejusdem generis* rule, though in effect it seems to have been more favourable to the tenant than previous cases. Remembering, however, that "a lease ought not to be construed so as to take away the ordinary legal right of a tenant to remove trade chattels unless such an intention is clearly expressed" (per Turner, L.J., in *Duke of Beaufort* v. *Bates*, 3 D. F. & J., p. 390), it should not perhaps be impossible to restrict the mere word "fixtures" in the covenant to landlord's fixtures, and to throw upon the lessor the onus of expressly including tenant's and trade fixtures if such is the intention.

Waiver of Relief from a Forfeiture.

The case of *Talbot* v. *Blindell*, in which Walton, J., delivered a considered judgment on the 25th of March, was certainly a striking example of the hardship to which a plaintiff may be subjected by the delays of the law. The action was by the lessor against the representatives of the lessee of a coal mine to recover possession of the premises under a proviso for re-entry for breach of covenant. Judgment was obtained by the plaintiff in December, 1905. Execution was not levied on this judgment, but after some negotiations and an appeal which was abandoned by the defendants, they applied in December, 1906, to Walton, J., for relief against

the forfeiture. The application was adjourned from time to time, and finally on the 25th of November, 1907, the learned judge made an order that upon the defendants (1) paying all rent in arrear with interest, (2) paying the costs of the action and appeal as between solicitor and client, and (3) entering into a personal covenant for payment of the machinery rent on the terms specified, they should have relief against the forfeiture of the lease. In March, 1908, the defendants, who had already paid the rent in arrear in respect of the colliery up to Michaelmas, 1907, gave the plaintiff notice that they declined to carry out the other conditions of the order, and that they consequently waived the relief granted to them by it. The question now arose whether the defendants, having partly performed the conditions by paying the rent in arrear, were bound to fulfil the other conditions and to take the relief that was granted by the order. The learned judge felt himself compelled to hold that the conditions of the order were not mandatory, and that he had no jurisdiction to compel the defendants to perform them or to take the relief which the order gave them on the performance of those conditions. He observed that it was no doubt strange that all the proceedings since 1905 should thus be rendered abortive, and that the result might well be to seriously affect the plaintiff's interest, since there might then be greater difficulty in finding a tenant for the coal mine than there was in 1905. The case may serve as a warning against conducting the negotiations with regard to relief from the forfeiture of a lease in a leisurely fashion. And it is also, we think, an illustration of the difficulty of arranging the conditions of relief from a forfeiture before a judge of the King's Bench Division whose occasional absences on circuit are not consistent with the continued attention which is required by such a proceeding.

Copyhold Fines and the Lands Clauses Act.

THE DECISION of the Court of Appeal in *Re Thames Tunnel (Rotherhithe and Ratcliff) Act*, 1900 (1908, 1 Ch. 493) is interesting as forming a protest against the tendency evinced by the cases to throw upon promoters who are acquiring land under the Lands Clauses Acts, 1845, costs which are properly payable by the vendors. By section 82 the promoters are required to pay the costs of all conveyances, and these are to include "all charges and expenses, incurred on the part as well of the seller as of the purchaser, of all conveyances and assurances of any such lands, and of any outstanding terms or interests therein." Under these words it has been held that where the property is leasehold, and in order to make a title it is necessary to take out administration to a deceased person, the cost of doing this must be paid by the promoters: *Re Liverpool Improvement Act* (L. R. 5 Eq. 282), *Re Dublin (South), &c., Co.* (25 L. R. Ir. 265). In *Re Bear Island Defence Works and Doyle* (1903, 1 Ir. R. 164) this was carried so far by the Irish Court of Appeal as to include in the costs payable by the promoters the death duties incident to taking out administration; and in *Re London United Tramways Act*, 1900 (1906, 1 Ch. 534), where copyhold lands had been taken, and it was necessary to procure the admittance of a tenant on the rolls, SWINFEN EADY, J., acting upon the same principle, held that the promoters must pay both the steward's fees and the lord's fine. But in the present case of *Re Thames Tunnel, &c., Act* the Court of Appeal have differed from the extension of the promoters' liability involved in these last two cases. The death duties are payments which ought to be made by the vendors in any event, and the Master of the Rolls found it difficult to follow the reasoning of the Irish Court on this point. The expenses immediately in question were, however, the same as those in *Re London United Tramways Act*, 1900—namely, steward's fees and lord's fines, and it has been intimated that while the steward's fees, being payable before admittance, are properly costs incident to making a title, and therefore fall upon the promoters, it is otherwise with the lord's fine. This is not payable before admittance, nor is it a charge upon the land. Upon admittance it becomes a debt due from the tenant to the lord, and since the land which is taken by the promoters may form only a portion of that to which the tenant is admitted, it does not seem equitable that the fine should be thrown on them. The Master of the Rolls and FLETCHER MOULTON, L.J., adopted this view, though in point of fact it was not necessary for the decision, since the vendors did not claim payment of the fine, and BUCKLEY, L.J., expressed no opinion on the point. But it was held by all the court that the steward's fees, and the expenses of admittance other than the fines, were payable by the promoters.

Medical Experts in France.

THE HISTORY of JEANNE WEBER, "The Ogress" as she is called, accused of the habitual strangling of young children, has led to a lively discussion in Paris with regard to the value of the evidence of medical experts. JEANNE WEBER was in April, 1905, accused of killing her two young children; was in January, 1906, tried at the assizes for the murder of three infant nieces and the attempted murder of a nephew; and was in January, 1908, tried for the murder of a boy aged nine. In each of these trials the medical experts made their report, after a post-mortem examination, that there was nothing to shew that the death of the children was the result of a crime. JEANNE WEBER is now again in custody charged, upon the strongest evidence, with the murder by strangulation of a boy of seven. It is understood that the experts maintain that their previous reports were well founded, and with regard to the present charge, they contend that even if the woman is proved to have killed the child, she was not at the time responsible for her actions, her mind having been weakened by the ordeal to which she had previously been subjected in the criminal courts. The principal criticism bestowed upon the action of the experts is that they have departed from the instructions which were laid before them and assumed a jurisdiction which did not belong to them. The task set before them in each case was to examine the body of the child and to search for traces of a particular description of death by violence. They might report that no such traces could be found, or that the nature of certain marks was so far equivocal that no certain conclusion could be drawn from them. In other words, they may say that they are unable to detect any signs of strangulation. But it has become the habit of the experts to go further and to proceed in such a case to affirm positively that the child was not strangled. Instead of saying simply, "I have been unable to discover any signs of strangulation," the expert finds as a fact that there was no strangulation. This finding, which is not a logical conclusion from the non-discovery of any traces of crime, is liable to mislead the jury by whom the case is determined, who naturally repose great confidence in the opinion of skilled physicians.

Effect of a Repealing Enactment.

BY SECTION 38 (2) of the Interpretation Act, 1889, where an Act repeals any other enactment, this repeal does not *primâ facie* "revive *anything* not in force or existing at the time at which the repeal takes effect." Section 11 (1) makes express provision with respect to reviving "any *enactment* previously repealed," and in Acts passed since 1850 repealed enactments are not revived by the repeal of the repealing Act. There appears to be no reported case in the English courts which decides that section 38 (2) covers the case of the repeal of an Act by which the common law is altered. Does such a repeal revive the common law as it stood before being altered—*i.e.*, *pro tanto* repealed—by the enactment that has been subsequently repealed? Some judicial expression of opinion to the effect that the common law is not revived under these circumstances may be found in a case before the High Court of Australia: *Marshall* v. *Smith* (4 Com. L.R. 1617). The question was raised in this case whether the old common law relating to dower as it existed prior to the Dower Act, 1833, had been revived by the repeal of the latter Act in New South Wales. The New South Wales Act answering to the Interpretation Act, 1889, has no enactment in it corresponding with section 38 (2) above referred to, though it does contain an enactment corresponding with section 11 (1) above referred to. It was ultimately decided that the Legislature of New South Wales had indicated, with sufficient clearness, an intention not to revive the common law by the repeal of the Act of 1833; but it was laid down that, had the New South Wales Act contained an enactment like section 38 (2) of the English Act "it would have been impossible to raise the argument on which the appellants found their case" (p. 1635 of report)—that is, it was held that section 38 (2) of the Interpretation Act, 1889, does cover the case of the repeal of an Act altering the common law, so that the latter will not thereby be revived.

The Trial of Cases Relating to Noisy Nuisances.

THE PROTRACTED trial before Mr. Justice PARKER of the case of *Dams and Meares* v. *Locke-King* has supplied abundant copy for the newspapers for more than a week. It is unnecessary to say that the action was to restrain an alleged nuisance caused by the motor racing on the track at Brooklands, near Weybridge, on the ground that the noise, dust, and smell of the motor-cars, and the crowd collected to watch them, interfered with the enjoyment of the plaintiffs' premises. We have no wish to express any opinion on the merits of the case, or to make any observation on the inconvenience to litigants from the duration of this and other cases which have been recently before the courts. But we cannot help protesting against the practice of summoning a number of witnesses to London to prove whether a noisy nuisance has or has not been committed in another county. It may be assumed that in every case relating to such a nuisance the evidence will be conflicting. The householder who is driven mad by the crowing of cocks or the sound of discordant musical instruments knows quite well that those who are responsible for these sounds will swear that they cannot reasonably disturb anyone, and that the defendants will be able to call persons from the neighbourhood who will deny the existence of any nuisance. What limit can be fixed to the number of witnesses produced on either side? When is the case to stop? And how is the judge, after hearing this mass of contradictory evidence, to come to a satisfactory conclusion? The practice of some of the official referees, who make a point of visiting the *locus in quo*, and endeavour as far as possible to obtain a rehearsal of the performance which is the subject of complaint, seems to us the nearest approach to a short and satisfactory investigation of a matter which is nearly always involved in doubt and difficulty.

British Companies in Egypt.

IT HAS been recently decided by the Mixed Court of Appeal in Egypt that a company incorporated in England under the English Companies Acts, but carrying on its operations in Egypt, was not entitled to recognition as a corporation at all, and had in fact no legal status in Egypt. The view taken by the court was that the company in question—the City and Agricultural Lands of Egypt (Limited)—was, if anything, an Egyptian company, and that the requirements of the Egyptian law relating to the incorporation of Egyptian companies had not been complied with. None of the founders or directors of the City and Agricultural Lands of Egypt (Limited) were of British nationality, and the head office of the company was in Egypt. It has generally been thought that the nationality of the subscribers to the memorandum of association of a company registered under the English Companies Acts is immaterial, and that the company thus formed in England by foreigners can nevertheless enjoy all the benefits conferred by English law upon a duly registered company. The same principle should, apparently, apply under the Mixed Codes of Egypt. The decision of the court in Alexandria opens up a wide vista of speculation for company, international, and many other kinds of lawyers.

Motor-cars and the English Highways.

THE NEWSPAPERS continue to report accidents on country roads from the driving of motor-cars, and refer to the complaints of district councils with regard to the reckless manner in which some motorists drive through villages. It may well be doubted whether the common law ever contemplated the use of the public roads by vehicles travelling at the speed of many railway trains; but there seems little prospect of the construction of motor roads, or of any interference by the Legislature with what may be regarded as an assertion of a burdensome franchise. We have lately read a passage in a letter written by the late CHARLES DICKENS, from Philadelphia, in 1842, in which he describes in his vigorous fashion the inconveniences of American highways. "In some parts of the country the railway is never inclosed or warded off. You walk down the main street of a large town, and slapdash, headlong, pell-mell, down the middle of the street there comes running along, a mad locomotive. You cross a turnpike road, and there is no gate, no policeman, no signal; nothing to keep the wayfarer or quiet traveller out of the way but a wooden arch, on which is written in great letters, 'Look out for the locomotive.'" We hardly think that the American roads, as described in this letter, expose wayfarers to more risk than the English highways of the present day.

The Effect of a Grant of Land by Way of Mortgage.

THE Court of Appeal (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) has reversed the decision of the late Mr. Justice KEKEWICH in *Copestake* v. *Hoper* (1907, 1 Ch. 366; see the report elsewhere). In that case the plaintiff is the lord of the manor of Ewhurst in Sussex, and one RICHARD HOPER was seised in fee of a freehold tenement, which he held of the plaintiff by certain services, including a heriot of the tenant's best beast on his death. By an indenture of statutory mortgage, made in 1887, RICHARD HOPER conveyed this tenement unto and to the use of one BROWELL in fee simple by way of mortgage to secure the repayment with interest six months thereafter of a sum of money then lent to him by BROWELL. RICHARD HOPER remained in possession of the mortgaged tenement and died in 1905, having duly paid interest on, but without having redeemed, the mortgage. On his death the plaintiff claimed a bay gelding, which was RICHARD HOPER'S best beast, as a heriot then due in respect of the tenement. The defendants, who were RICHARD HOPER'S executors, disputed the validity of this claim, and the plaintiff then brought the action to enforce it. KEKEWICH, J., gave judgment for the plaintiff, on the ground that a mortgagor in possession remains seised of the land in equity, and that the mortgagee, like a rightful owner out of possession, has a right of entry, but until exercise of that right of entry is not seised as a freehold tenant of the land.

The writer, in two articles published in this journal on the 18th and the 25th of May, 1907 (51 SOLICITORS' JOURNAL, 478, 496), contended that this decision was erroneous; and this contention is now justified by the decision of the Court of Appeal.

The Master of the Rolls in his judgment pointed out that RICHARD HOPER was effectually enabled to alienate his estate without the lord's consent by the Statute of *Quia emptores* (18 Ed. 1, c. 1), and that upon such alienation the alienee would hold the tenement of the same lord and by the same services and customs as the alienor held it before. And he held that under the Real Property Act, 1845, the mortgage deed made in 1887 passed to the mortgagee at law the entire estate in fee simple in possession then held by the mortgagor; and that the mortgagee so became at law immediately seised of the land in fee simple and as the tenant of the plaintiff, the lord of the manor. Lord Justice BUCKLEY took the same view. He expressly denied the validity of the contention of the plaintiffs' counsel, that, although by the mortgage deed the *estate in fee simple* passed from RICHARD HOPER to BROWELL, the *seisin* nevertheless remained in HOPER; and he held that the seisin, which is the possession of the estate of freehold, passed to the mortgagee by the execution of the mortgage deed, whereupon the mortgagee *ipso facto* became the plaintiff's tenant at once, and without the necessity of any consent or acknowledgment on the plaintiff's part. Lord Justice KENNEDY concurred, but added some words disposing of the opinion given by Mr. Justice KEKEWICH that, because a mortgagor in possession is regarded *in equity* as being still seised of the land, he is therefore, since the Judicature Acts, to be regarded as seised of the land at law, and so remains at law the lord's tenant of the land.

It is obvious from these judgments that the plaintiff was claiming a heriot on the death of a person who was not his tenant. And the case effectually demonstrates the invalidity of the contention that a grant of land under the Real Property Act, 1845, though it may (if proper words of inheritance be used) at once transfer to the grantee the legal estate in fee simple in possession, yet does not pass to him the seisin of the land or constitute him the tenant of the lord, of whom the grantor held the land. It could not possibly be disputed that the mortgage deed had transferred to the mortgagee the legal estate in fee simple in the land. That was settled by the cases of *Municipal, &c., Building Society* v. *Smith* (22 Q. B. D. 70), *Mallott* v. *Wilson* (1903, 2 Ch. 494), and

Robbins v. *White* (1906, 1 K. B. 125). But if the mortgagee had the legal estate in fee simple, how could he possibly not be the tenant of the grantor's lord at law? Surely the legal estate in fee simple is the tenancy in fee simple and nothing else; the first principle of the English law of real property being that the fullest ownership allowed to a subject in land is but a *tenancy* in fee simple, and the estate in fee simple being the tenant's interest in the land, which interest he may by the Statute of *Quia emptores* transfer to another without the consent of his lord, but *only so* that the transferee shall become the tenant of the lord of whom the land was held before. Thus it is expressly made a *condition* of the effectual alienation of the legal estate in fee simple in land that the grantee shall hold it as tenant of the grantor's lord. It may appear unnecessary to insist on these elementary principles: but they cannot have been present to Mr. Justice KEKEWICH's mind when he delivered his judgment. And the effect of his judgment, while remaining unreversed, was to cast doubt upon the efficacy of the conveyancing practice which has prevailed for the last sixty years. Indeed, if these principles had not been re-established by the learned Master of the Rolls and Lords Justices (which is, of course, an absurd supposition), no conveyancer could have safely assumed that a mortgage made by deed of grant will convey to the mortgagee the legal estate in the land granted; and the writer seriously maintains that it would have been necessary to revert to the practice of making mortgages by deeds of lease and release. That necessity is now happily averted.

Again, if the mortgagee acquired the legal estate in fee simple *in possession*, *i.e.*, as distinguished from in reversion or remainder (and this point was also established by the three cases above cited), how could he possibly not be seised of the land at law? The word "seised" has indeed more meanings than one. In some contexts it may be used to denote that a man has a vested estate in land. Thus, if a man were entitled to land in reversion or remainder expectant on the determination of an estate for life, it might be said that he was "seised" of such reversion or remainder, and such seisin was even styled a seisin in law. But this use of the word "seised" did not denote that he was in possession of the land. When, however, the estate for life determined, then the reversioner or remainderman became entitled to the land in possession, and he then became "seised" of the land in the other sense of the word denoting the possession of the freehold. And it is instructive to note that upon the death of the tenant for life the reversioner or remainderman became immediately seised of the land at law, but did not acquire seisin in deed or actual seisin of the land until he entered upon it: Perk., s. 372; Watkins' Descents 39-40 (4th ed.); 1 Roper, Husb. & Wife, 353 (2nd ed.); Williams on Seisin, 169. These authorities prove that to have a legal estate in fee simple *in possession* in land is the same thing as to be seised of that land in fee, though such seisin may be either a seisin in law or a seisin in deed.

This leads us to a point of some interest not decided in *Copestake* v. *Hoper*, although discussed by the writer in his previous articles; but he must reserve his observations upon it till next week.

T. CYPRIAN WILLIAMS.

Tenant for Life of Surplus Income.

A Criticism of *Re Baroness Llanover* (1907, 1 Ch. 635).

II.

IN the last number of this journal (*ante*, p. 495) it was submitted that, if settled land is vested in trustees, upon trust to enter into possession or receipt of rents, with powers of management, and to pay outgoings and the expenses of management, and subject thereto to pay the surplus income to one for life, the better opinion is that the "tenant for life of surplus income" is not a tenant for life within section 2 (5) of the Settled Land Act, 1882.

But if section 2 (5) is limited so as to exclude a tenant for life of surplus income, is clause ix. of section 58 (1) the only clause of that section under which such person can bring himself?

This involves the question whether in clauses v. and vi. of section 58 (1) the expressions "tenant for the life of another," "tenant for his own or any other life" are used with reference to the previous definition of tenant for life in section 2 (5). Now SWINFEN EADY, J., in *Re Baroness Llanover* (1907, 1 Ch. 635) has in effect given his opinion that they are, for he applies to clause vi. the above cited passage from the judgment of COTTON, L.J., in *Re Jones*, in which the learned Lord Justice distinguished between the case of an ordinary equitable tenant for life and that of a person entitled only to receive from the trustees the "income" of the land. COTTON, L.J., drew the distinction for the purpose of shewing that a tenant for life of surplus income is not within section 2 (5). SWINFEN EADY, J., cited the passage in which the distinction was drawn as an authority for the proposition that a tenant for life of surplus income is not within section 58 (1) (vi.).

In favour of this view there is of course the fact that "a person entitled to the income of land under a trust or direction for payment thereof to him during his own or any other life, whether subject to expenses of management or not," is made the subject of an express clause, clause ix.; which might seem to imply that such a person would not be within any of the previous clauses. But if SWINFEN EADY, J., was right in the opinions he expressed as to clause ix., the latter clause has a much narrower scope than clause vi., and many tenants for life of surplus income will be excluded from the Settled Land Acts altogether.

On the other hand, it may be urged that the governing words in section 58 (1) are the introductory words "when the estate or interest of each of them is in possession" and that there is therefore no necessity to read into the interpretation of the words "tenant for the life of another" and "tenant for his own or any other life" in clauses v. and vi. the definition of a tenant for life contained in sub-section 2 (5); and it is to be observed that SWINFEN EADY, J., did not do so in *Re Jemmett and Guest* (1907, 1 Ch. 629), although that would have been a complete answer to the question raised in that case. Other authorities are inconclusive. In the cases of *Re Atherton* (W. N. 1891, 85), *Vine* v. *Raleigh* (1896, 1 Ch. 37) and *Re Drinkwater's Settled Estates*, (49 SOLICITORS' JOURNAL, 237) the reports do not state that the trustees had any powers of management or that there was any reason why they should have possession, except for the purpose of the payment of annuities which would be incumbrances within section 2 (7). As regards the first two cases, which were held to fall under clause v., they might well have been held to fall under clause ix. owing to the express direction contained in the Thellusson Act as to the payment of income the further accumulation of which is thereby made void.

In *Re Drinkwater's Settled Estates* it appears from the short report in 49 SOLICITORS' JOURNAL, 237, that the testator devised his real estate to A., B., and C. upon trusts which [according to the report] "were in effect to pay an annuity of £70 to his wife for her life or until she should marry again and to accumulate the residue of the rents thereof during her life [? widowhood]; and he directed that the accumulations should fall into his residuary estate." It was held by FARWELL, J., that the residuary legatees were entitled to stop the accumulation, and that as they were entitled to receive the rents during the life of the widow, their interest being determinable by her re-marriage, or by the running out of the period of twenty-one years from the testator's death allowed by the Thellusson Act, they could exercise the powers of a tenant for life under section 58 (1) (vi.). It would be interesting to know the exact terms of the will in this case, but it seems probable that the trustees were given powers of management, and that the residuary legatees were therefore nothing more than tenants for life of surplus income.

But if the tenant for life of surplus income can only be brought under clause ix., then, as already pointed out, many such tenants for life will be altogether excluded from the benefits of the Settled Land Acts, if the observations of SWINFEN EADY, J., on that clause in *Re Baroness Llanover* (1907, 1 Ch. 635)

are correct. In that case the learned judge stated that in his judgment the plaintiff did not fall within clause ix., first, because that clause does not apply to a determinable interest; and, secondly, because the surplus income was not payable "under a trust or direction for payment thereof to her."

As regards the first reason, the learned judge has, it is submitted, construed the expression "until forfeiture of his interest therein on bankruptcy or other event" with unnecessary strictness. It is inconceivable that the Legislature intended that a person whose life interest in the surplus income of land is liable to be forfeited by bankruptcy should have the powers of a tenant for life, but that a person to whom the trustees are directed to pay the surplus income *until* he becomes bankrupt should not. In this connection the word "forfeiture" is often used loosely, even in the books (see, *e.g.*, *Sharp* v. *Cosserat*, 20 Beav. 470), and it is submitted that the Legislature either considered that *all* cases of determinable life interests were covered by clause vi., or intended the expression "forfeiture" in clause ix. to include cesser or determination in any manner.

As regards the second reason, there seems no ground why the word "trust" in clause ix. should be limited to an express trust. The court in Ireland has held that the word trust in the expression "trust or direction for sale" in section 63 included an implied trust: *Re McCurdy's Settled Estates* (27 L. R. Ir. 395).

It will be noted that clause ix. says "whether subject to expenses of management or not." If, therefore, section 2 (5) and section 58 (1) are mutually exclusive (a question which cannot be regarded as settled), the above remarks would apply equally to a case where no powers of management are vested in the trustees, and they hold the settled land upon trust simply to pay the rents to A. B. for a limited estate (*cf. Re Pocock and Prankerd's Contract*, 1896, 1 Ch. 302, the head-note of which in the Law Reports omits to state that the trust was "to pay").

Unquestionably the case of *Re Baroness Llanover* (1907, 1 Ch. 635) has thrown doubt on many titles which have been accepted on the faith that a tenant for life of surplus income whose interest was determinable on bankruptcy or alienation or re-marriage had the powers of a tenant for life under section 58 (1) (ix.); and it would be well to introduce a section into the Amending Bill now before Parliament enacting that in clause ix. the expression "trust" shall include, and be deemed to have always included, an implied or constructive trust as well as an express trust, and the expression "forfeiture" shall include, and be deemed to have always included, cesser or determination by any means.

The Opening of the Court of Criminal Appeal.

THE Court of Criminal Appeal met for the first time last Saturday. This is undoubtedly a great event in legal history; but the court was opened and proceeded at once to business without any ceremony or preliminary remarks. Three judges only composed the court—the lowest number allowed by the Act—and (in our opinion) too few to overrule by a majority the verdict of a jury, or to finally decide a really important point of law. No three of the judges of this court, however, could have been selected commanding more authority or enjoying the confidence of the profession to a greater extent than those sitting on its opening day. The first few sittings are of the greatest possible importance; for at them, no doubt, will be set the tone of future proceedings, and the attitude of the judges towards the various classes of questions will be shewn.

In dealing with the first application, which was for leave to appeal, the Lord Chief Justice struck the right note when he said that the court would not re-try cases when there was evidence given at the trial proper to be left to the jury, and upon which they could reasonably have convicted the appellant. It was, however, soon shewn by the result of one of the cases in the first list that this statement must be taken subject to important exceptions. The Lord Chief Justice appears to have meant that as a rule, and speaking generally, the court would treat appeals on matters of fact on similar lines to those on which the Court of Appeal treats an application for a new trial on the ground that the verdict of the jury was against the weight of evidence. In *Metropolitan Railway Co.* v. *Wright* (11 A. C. 152) it was laid down by the House of Lords that on hearing such an application the Court of Appeal should not consider what verdict they would have found, and should not disturb a verdict unless it was one which the jury, viewing the whole of the evidence reasonably, could not have properly found. This is the principle which has been acted upon for years. It must be modified in criminal matters, however, by the existence of that legal presumption of innocence which can only be rebutted by such evidence as leaves no reasonable doubt of the prisoner's guilt. There is nothing quite parallel to this in civil proceedings. In fact, it may be said that in civil proceedings juries are commanded to approach the questions for their decision with entirely open minds, whilst in criminal cases they are told to approach them with a distinct bias in favour of one party. In one of the cases decided on Saturday, in which the conviction was quashed, Lord ALVERSTONE drew attention to this important modification, and it is clearly capable of great development.

Now, if we turn to the Act, we find directions as to the grounds on which an appeal should be allowed. Section 4 (1) provides that the court "shall allow the appeal if they think that the verdict of the jury should be set aside on the ground that it is unreasonable or cannot be supported having regard to the evidence, or that the judgment of the court before whom the appellant was convicted should be set aside on the ground of a wrong decision of any question of law, or that on any ground there was a miscarriage of justice." It is at once evident that (apart from any questions of law) there are cases contemplated in which an appeal should be allowed even where the verdict of the jury was right and proper beyond any doubt. In these cases the Court of Criminal Appeal will re-try the prisoner, and will set aside the conviction if they come to the conclusion that it was wrong.

We have already had a perfect example of such a case in *Rex* v. *Laws*, the last of the seven cases in last Saturday's list. The indictment was for assault with intent to rob. The defence was an *alibi*. It was an *alibi* of a common type—several members of the prisoner's family swearing he was in another place at the time of the crime being committed. This sort of *alibi* is in the majority of cases either entirely false, or else the facts sworn to are true in every respect except the important one of time. The jury, most properly and reasonably in this case, disbelieved the prisoner's witnesses in the face of strong evidence of identification, and he was convicted. He appealed; and on the hearing of the appeal it came out that if the prisoner's story was true, evidence was available, and might have been given at the trial, which would have determined the question beyond any doubt. The Court of Criminal Appeal, therefore, adjourned the case for the production of this evidence. The witnesses (police constables) appeared and gave evidence at the adjourned hearing, and from their testimony the truth of the prisoner's *alibi* was fully established. The conviction accordingly was quashed.

Here, therefore, was a case in which the court *did* re-try the case, and only by so doing were able to avoid a miscarriage of justice. This case alone will, we believe, be considered to fully justify the passing of the Act. It is clear that the defence at the trial had not been properly prepared or put before the jury, and we cannot fail to wonder whether many a man has not been convicted wrongfully from that cause.

The total result of the first sitting of the court is somewhat remarkable, and by no means discouraging to the bringing of appeals. Out of four applications for leave to appeal, one was granted; out of three appeals against conviction, two were successful. We do not suppose this average will be maintained, but if it is, there is an enormous amount of work before the judges. There have been no quarter sessions since the Act came into operation, and assizes only in one or two towns. We shall soon be in the midst of assizes, and sessions will be being held all over the country, and we venture to prophesy that then the full time of at least three judges will be occupied in hearing criminal appeals.

As to procedure under the Act, it is to be noticed that, by section 17, applications for leave to appeal, for extension of time and other matters, may be entertained by a single judge of the court. If, however, such judge decides adversely to the prisoner, the prisoner is entitled to have his application determined by the court as duly constituted for hearing appeals. By the rules, when such application is refused by a judge, the registrar is bound to call the prisoner's attention to his right to have the matter brought before the court, and to supply him with a form for signature in case he wishes it so brought. In some of the applications for leave to appeal already heard a single judge had already heard the application; but, without deciding it one way or the other, had referred it to the court. This course is not authorized specifically by the Act or the rules; but the Lord Chief Justice stated that the judge has discretion to refer all questions to the court, and that it is the better course in the case of applications for leave to appeal for him to refer the matter to the court. This is undoubtedly the better course until the spirit in which these applications are to be dealt with is developed and understood. Also it is probably a saving of time, as the prisoner is very unlikely to accept a refusal of his application by a single judge.

In the hearing of some of the cases which came before the court considerable trouble and delay was caused by the difficulty which counsel experienced in referring the judges to those questions and answers in the shorthand notes to which he wished to direct their attention. The various copies of the notes supplied to the judges and counsel were not facsimiles, and were not even paged alike, and confusion was the result. This trouble can easily be avoided by the questions being numbered, as is usually done in the transcript of the shorthand notes of the evidence given from day to day in any heavy action or arbitration. The extra expense must be trifling, while the saving of trouble, time, and temper will be enormous.

Considerable surprise was expressed at the absence from the daily cause list of the first list of cases for hearing by the new court. Technically, of course, the Court of Criminal Appeal is not part of the Supreme Court of Judicature; but as the court will usually sit in the Royal Courts in London, and as its members are all judges of the King's Bench Division, it seems only reasonable, for the convenience of the profession and the public, to give notice of its proceedings with the notices relating to the Supreme Court.

Before rising, after having heard the first list of cases under the Act, the Lord Chief Justice remarked that in all probability both the prisoners whose convictions had been quashed would have been dealt with favourably by the Home Secretary if the Act had not been in operation. We respectfully beg to differ from his lordship. One case, in which the verdict was clearly against the weight of the evidence, would have been so dealt with in all probability. The other conviction, however, in *Rex* v. *Laws*, already referred to, would, we believe, have been allowed to stand if the whole matter had not been thrashed out as it was by two counsel and three judges in open court. Anyhow, is it not far more in accordance with justice that a man wrongfully convicted should be openly acquitted in court than that he should be privately "pardoned" for a crime never committed?

Reviews.

Crown Proceedings.

THE LAW AND PRACTICE OF CIVIL PROCEEDINGS BY AND AGAINST THE CROWN AND DEPARTMENTS OF THE GOVERNMENT. WITH NUMEROUS FORMS AND PRECEDENTS. By GEORGE STUART ROBERTSON, M.A., Barrister-at-Law. Stevens & Sons (Limited).

Civil proceedings by the Crown are in the hands of a comparatively small number of lawyers, many of whom are experts in such matters, and probably acquire their extensive knowledge by practice as much as by research. But the lawyers who have to advise defendants to such proceedings, or, in rarer cases, to undertake proceedings against Crown officials or departments, have no such expert knowledge to rely on, and the want of an authoritative book on the subject has been frequently felt. This is now supplied by Mr. Robertson, who claims for his book—quite correctly, we believe—that it is the first attempt which has been made in modern times to deal comprehensively and practically with civil proceedings by and against the Crown and Government departments. The first book treats generally of civil proceedings against the Crown, members of the Royal Family, and Government departments, and Chapter 1 enumerates and describes these various persons and officials. Book II. deals with proceedings on the revenue side of the King's Bench Division, and is divided into three parts: Part I., Crown Debts and their Recovery; Part II., Proceedings at Law, and Part III., In Equity, on the Revenue Side of the King's Bench Division. Books III., IV. and V. treat successively of Petition of Right, of Escheat, and of miscellaneous civil proceedings in which the Crown participates; while Book VI. is devoted to points of practice and Procedure.

And this comprehensive arrangement of the subject is supported in detail by information which is evidently the result of great research, and of practical familiarity with Crown proceedings. It is to be regretted, indeed, that to so large an extent Crown practice should be founded on statutes and decisions of mediæval times, and it will be a useful result of this work if it calls attention to the difficulties attendant on these proceedings, and leads to their being modernized. To some extent this has been done by R. S. C., ord. 68, r. 2, which applies certain of the orders of the R. S. C. to civil proceedings on the Crown side of the King's Bench Division; but it is not clear why Crown proceedings generally should not be subject to the rules of ordinary litigation. In the description of revenue proceedings it is pointed out that the distinction between Latin and English informations is really a distinction between proceedings at law and proceedings in equity. Some years back English informations were frequently used in foreshore cases, and the precedents which Mr. Robertson gives include the pleadings in the great case of the Holderness foreshore—*Attorney-General* v. *Constable*—a suit which we believe was ultimately compromised. The book is likely to take a high place as a book of practice.

Registration of Title.

PRECEDENTS OF CONVEYANCING DOCUMENTS: FOR USE IN TRANSACTIONS RELATING TO REGISTERED LAND UNDER THE LAND TRANSFER ACTS, 1875 TO 1897. WITH NOTES. By JAMES EDWARD HOGG, Barrister-at-Law. Stevens & Sons (Limited).

As Mr. Hogg observes in the preface to this collection of precedents, the principal difficulties of the conveyancer who has to do with registered land, or land in a compulsory district, consist in having to determine what additions must be made to the prescribed forms of statutory instruments and what part of the transaction must be embodied in documents off the register. We imagine, however, that these difficulties can be reduced to a minimum by using the registry forms according to their original intention—that is, as mere forms of transfer and charge, without the introduction of any of the additional parts of ordinary conveyances, and, while recognizing the care and labour with which Mr. Hogg has prepared these precedents, we think that he has erred in expecting from the registry too much. True that, as he explains in his preface, the officials have willingly assisted in his scheme, and we gather that the various additions to the official forms to be found in this book have all received their sanction. But this is no more than might be expected from an office which desires not only to fulfil its statutory function of being a register of title, but also to absorb ordinary conveyancing business. Practitioners who consult the convenience of their clients will put as little as possible in the official forms, and will allow all matters beyond the simple transfer and charge to be effected by unregistered instruments. While, however, the different policy pursued in this work mars to some extent its utility, there is a wide field left in which practitioners require guidance. The precedents which Mr. Hogg has prepared are applicable to many different transactions, and the practical notes by which they are accompanied will be found full of information. We have been rather puzzled by a clause in a precedent of an agreement for sale (p. 17) that no objection is to be taken with respect to "a caution against dealings with the land . . . now entered on the register on behalf of D." The consent of D. to the registration of the purchaser is, indeed, to be obtained, but no explanation is given as to who D. is, or the nature of his claim, and we can hardly believe that an intending purchaser would accept such a clause. Probably this particular matter is capable of some easy explanation, but the impression left by the book is one of the extraordinary complications which the system of registration of title as at present administered involves.

Wills.

A CONCISE TREATISE ON THE LAW OF WILLS. By H. S. THEOBALD, K.C. SEVENTH EDITION. Stevens & Sons (Limited).

The seventh edition of this useful book, following the preceding edition at an interval of only three years, naturally shews no great alteration in arrangement or contents. The author has brought together in a short chapter the decisions on the subject of the devolution of trusts and powers which were previously given under different headings, and has, as he describes it, "reworked" other portions of the book. Mr. Theobald's system of "re-working" is usually directed to the extracting more clearly, if possible, from the mass of decisions of general principles applicable to the interpretation of particular classes of gifts in wills, and many of his results have been very valuable; but on one subject—that of gifts to children who survive their parents and gifts over of the shares of children who die before their shares are payable—he has to confess that his task has been a thankless one. The old judges approached the subject with a preconception in favour of the vesting of such shares which is wanting in the modern judges, whose single object is to ascertain the meaning of the gift. "Hence," says Mr. Theobald, "when they have found out its meaning they are met with a string of cases which say that the natural meaning is not to prevail. Then the question has to be discussed whether the language is too strong for the preconception, or the preconception strong enough to control the language—a most unsatisfactory debate, the issue of which, in any particular case, it is difficult to forecast."

We find, as usual, all the cases decided since the last edition for which we have looked mentioned and neatly incorporated in the text, but occasionally decisions are not cited in all the proper places. For instance, on p. 220, with reference to the word "property" not passing realty when coupled with explanatory words relating only to personalty, reference might be usefully made to the judgment of James, L.J., in *King* v. *George* (5 Ch. D., at p. 629). And at p. 632 *Comiskey* v. *Bowring Hanbury* (1905, A. C. 84) should have been cited as overruling *Re Hanbury* (1904, 1 Ch. 415).

It is rarely we find amusement in the preface to a work on Wills, but Mr. Theobald has a quaint story to tell of an Irish testator, who, as he says, deserves honourable mention for his skill in puzzling the courts of his country, who were, however, determined not to be

beaten by him. The story is too long to be re-told, but it is certainly diverting. We think that Mr. Theobald's work in the present edition will well maintain its reputation.

Local Government.

ENCYCLOPÆDIA OF LOCAL GOVERNMENT LAW. Edited by JOSHUA SCHOLEFIELD, Barrister-at-Law. VOLS. V., VI. Butterworth & Co.; Shaw & Sons.

These volumes are worthy successors of the preceding four. It is not to be expected that they should be free from defects which are almost inseparable from a work of this character. In most cases the articles cannot be regarded as complete treatises on the subjects with which they deal; in the absence of the text of the material enactments and orders no legal practitioner can be content to take his law from such a source; on the other hand, if the articles are to be treated as mere summaries of the law or guides to its sources, they are fuller and more elaborate than is required for that purpose. For instance, the adviser of promoters or opponents of Bills cannot rely for his procedure on Mr. Clease's valuable article on Private Bills without seeking elsewhere the text of the Standing Orders of Parliament, and if those Standing Orders are before him, much of the article becomes superfluous. Again, the statute and case law on such subjects as sewers and drains and the paving and laying out of streets is so voluminous that articles on these subjects are incomplete in the absence of a full treatment of the Acts and authorities. For these reasons this encyclopædia will not (and, no doubt, is not intended to) take the place of the well-known text-books on the different subjects dealt with; but if allowance be made for the natural limitations of the work, the great majority of the articles will be found serviceable, and so far as we have been able to test them, they are accurate and carefully written. One of the most useful articles in the present volumes is that by Mr. Konstam on rates and rating; it contains a valuable collection of rating cases, and if supplemented by the rating statutes, would be an exhaustive treatise on the subject.

Rating of Land Values.

THE RATING OF LAND VALUES: NOTES UPON THE PROPOSALS TO LEVY RATES IN RESPECT OF SITE VALUES. By A. WILSON FOX, C.B., Secretary to the Royal Commission on Local Taxation. SECOND EDITION, REVISED, WITH ADDENDA. P. S. King & Son.

This book deals with a difficult and much-debated and debateable question—a question of the deepest interest to solicitors and the profession at large. The author is fully acquainted with all the arguments which have been put forward for and against the rating of land values apart from the buildings upon them, and in this book he has presented those arguments to his readers in a very lucid manner. The whole subject is one of extreme complexity and difficulty. In many cases, no doubt, the annual values of sites are already rated, as buildings are leased at rents which would be larger if the lessor had to bear part of the rates himself. It would be necessary seriously to interfere with existing contracts in order to make such lessors liable for a portion of the rates. How is the real owner of a site value to be ascertained? In view of the extremely complicated dealings with land in urban districts, which are so common, this is a question of the greatest difficulty. It may well be doubted whether it is practically possible to make a separate valuation of sites. Very few persons can have the necessary knowledge to understand these questions. Solicitors in large towns can appreciate them better than any other class, and it is for them to carefully watch the proposals made by legislators and commissions, and to see that their clients realize their importance. To them we strongly recommend a perusal of this book, which summarizes the proposals and arguments, and throws a flood of light upon the subject.

Municipal Rating.

MUNICIPAL RATING AND THE COLLECTION OF RATES. By A. JAMES PEARCE, A.C.A., Chief Assistant, Borough Accountant's Office, Ipswich. Gee & Co.

This is a practical book which will be found of great use by all officials who are concerned in estimating or collecting municipal rates. It contains a large amount of information; many useful hints, suggestions, and directions; and a valuable collection of forms, charts and tables. It is not a work upon the law of rating.

Books of the Week.

The Laws of England: being a Complete Statement of the Whole Law of England. By the Right Hon. the EARL OF HALSBURY, Lord High Chancellor of Great Britain 1885-86, 1886-92, 1895-1905, and Other Lawyers. Vol. II.: Bankruptcy and Insolvency, Barristers, Bastardy, Bills of Exchange. Butterworth & Co.

The Law Relating to Dogs. By MONTAGUE R. EMANUEL, M.A., B.C.L., Barrister-at-Law. Stevens & Sons (Limited).

The Police Officer's Guide to the Aliens Act, 1905; Street Betting Act, 1906; Employment of Children Act, 1903; Prevention of Cruelty to Children Act, 1904; Prevention of Corruption Act, 1906; Seamen's and Soldiers' False Characters Act, 1906; Midwives Act, 1902; Motor-car Act, 1903; Musical (Summary Proceedings) Copyright Act, 1902; Musical Copyright Act, 1906; Pistols Act, 1903; Lights on Vehicles Act, 1907; Wild Birds Protection Act, 1904. By A Solicitor. Effingham Wilson.

A General View of the Law of Property. By J. ANDREW STRAHAN, M.A., LL.B., Barrister-at-Law; assisted by J. SINCLAIR BAXTER, B.A., LL.B. (Lond.), Barrister-at-Law. Fifth Edition. Stevens & Sons (Limited).

Correspondence.

Solicitors as Members of Public Bodies.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—A discussion is at present engaging the attention of the Law Society as to the propriety, or otherwise, of solicitor members of public bodies accepting professional engagements, whether for or against, any such body.

Amongst the speakers supporting this very proper motion, Mr. Humfrys, of Hereford (who is a member of the Council), remarked that "it was not a wise thing that *young* solicitors should go upon local authorities with a view to advertising themselves, and in order to get business." The natural inference from such a *dictum* is that such a state of affairs cannot be attributed to the *older* men; or, if it can, it is not at all undesirable in the *latter* case. The gentleman quoted also refers to scandals which he knows to have risen in consequence of solicitor members of public authorities having made profitable use of their official connection; but if he will look into the matter he will discover that these have occurred almost wholly amongst the older and more prosperous men, who could not fairly plead "strugglingness" as an excuse. Whilst the society is upon the subject it might profitably turn its attention to the notoriously growing practice of that class of man who joins a local board or council and, once a member, his board or council soon discover that a stipendiary adviser is needed, for which post a superfluous advertisement is issued, whilst the member in question resigns his seat, becomes a candidate next day, and is elected the day after.

If public bodies are to avoid even the appearance of evil, it is necessary that a "time limit" of at least twelve months should elapse between a member resigning his seat and his candidature for any office of profit under such body. Such a reform—if not exactly new—is inviolably true. J. A. HOWARD-WATSON.

Harrington-chambers, Liverpool, May 14.

[We hardly think that Mr. Humfrys can have intended to lay any emphasis on the expression "*young* solicitors." His remark appears to have been called forth by a reference to young solicitors made by a previous speaker.—ED. *S.J.*]

Points to be Noted.

Conveyancing.

Trustees—Executors of Last Surviving Trustee—Devolution of Trust.—Previously to the Conveyancing Act, 1881, the devolution of the powers of trustees depended upon the form of the original limitation to them. If the estate was limited to the trustees, their heirs and assigns, the word "assigns" was held to include a devisee, and consequently, if the last surviving trustee devised the trust estate, the devisee became a trustee and was able to perform the trusts: *Titley* v. *Wolstenholme* (7 Beav. 425). If, however, the limitation was only to "heirs," then a devise of the trust estate was not authorized and the heir became trustee: *Cooke* v. *Crawford* (13 Simon 91). And this distinction lasted until the Conveyancing Act, 1881, notwithstanding the protest of JESSEL, M.R., in *Osborne* to *Rowlatt* (13 Ch. D. 774): *Re Morton and Hallett* (15 Ch. D. 143). But under section 30 of that Act the estate cannot be devised, and it has become unnecessary to consider the position of a devisee. The estate devolves upon the personal representatives of the last surviving trustee, and the question is how far such personal representatives are to be considered as actual trustees. This is answered by the provision at the end of the section, which enacts they shall be deemed in law the heirs and assigns of the last surviving trustee within the meaning of all trusts and powers. Hence, where the original limitation was to the trustees, their heirs and assigns, this covers the personal representatives, who are, therefore, able to perform the trust, and who themselves rank as trustees of the will. And it would be the same

if "assigns" are not mentioned, though not if the word "heirs" is omitted. In this last case the trust estate devolves on the personal representatives, but without the powers of the trustees: *Re Ingleby and The Norwich Union Co.* (13 L. R. Ir. 326). And section 30 applies equally whether the last surviving trustee is an original trustee or one of a new set of trustees. A. devised real estate to certain trustees, their heirs and assigns. All the trustees died or disclaimed, and new trustees were appointed. B. by her will appointed property in trust to the persons who should at her death be the trustees of A.'s will. At B.'s death, the new trustees of A.'s will had all died. It was held that the executors of the last survivor were then the trustees of A.'s will, so as to take under the appointment in B.'s will.—RE WAIDANIS (Swinfen Eady, J., Oct. 25, 1907) (1908, 1 Ch. 123).

Company Law.

Transfer of Shares to Avoid Liability.—A compromise of a recent case on appeal has, perhaps, stood in the way of the profession obtaining from the Court of Appeal some lucid statement of the principles on which transfer of shares to avoid liability are avoided. In Lindley on Companies (6th ed.), 1123, 1124, it is stated that "independently of any statutory enactment, such transfers are naturally viewed with great suspicion, and if there is any doubt as to whether the transferor has *bond fide* parted with all his interest in the shares, or if the directors, having power to reject the transferee, have been imposed upon in accepting him, the transfers will be treated as invalid." On the first head—no real transfer—the learned author refers to *Lund's case* (27 Beav. 465), *Hyam's case* (1 De F. & J. 75), *Chinnock's case* (Johns. 714), *Costello's case* (2 De F. & J. 302), *Alexander's case* (9 W. R. 410), *Budd's case* (3 De F. & J. 297), *Hatton's case* (8 Jur. N. S. 380), and *De Pass's case* (4 De G. & J. 544). In all of these cases except the last the transfer was held to be of no avail. In *De Pass's case* the Master of the Rolls put the transferor on the list of contributories; the Lord Justices took him off, and an appeal to the Lords was prevented by a compromise; and Lord Lindley says that the decision of the Lords Justices is "generally admitted to be unsatisfactory." That decision was relied on unsuccessfully in a recent case before Mr. Justice Parker, who, as becomes a judge of first instance, distinguished it, and, following *Costello's case* and *Budd's case*, held that the question whether the transfer was out-and-out was not the only test, but that the court must consider the equities between the parties themselves and whether under all the circumstances the transaction was *bonâ fide*. An appeal from the decision was compromised, and a compromise tends to show that the successful party is not sure that he was in the right.—RE DISCOVERERS' FINANCE CORPORATION (Parker, J., Oct. 17, 1907) (1908, 1 Ch. 141) (Compromised 1908, 1 Ch. 334, Jan. 20).

Assignment of Lease to Limited Company.—The lessee of a hotel covenanted not to assign the lease without the previous written consent of the lessor, and that she would at all times reside at the hotel and personally carry on the business of a licensed victualler thereon until assignment; and it was held that as a limited company could not perform the personal covenant, an assignment could not be made to such a company.—JENKINS *v.* PRICE (C.A., Nov. 8, 1907) (1908, 1 Ch. 10).

Debentures—Registrar's Certificate—Conclusiveness.—Why do litigants, or their advisers, over and over again try to tempt the courts to say that "conclusive" means *primâ facie*, or *primâ facie* conclusive, or something less than conclusive? The word occurs over and over again in the Companies Acts, and has almost always had its full meaning given to it. Section 14 (6) of the Act of 1900, says that the Registrar of Joint Stock Companies "shall give a certificate under his hand of the registration of any mortgage or charge registered in pursuance of this section, stating the amount thereby secured (which certificate shall be conclusive evidence that the requirements of this section as to registration have been complied with)." It has now been held that "conclusive" in this section means conclusive, and that the court will not go behind the certificate.—RE YOLLAND, HUSSON, & BIRKETT (LIMITED) (C.A., Nov. 20, 1907) (1908, 1 Ch. 152).

Debenture—Stock Deed—Substitution of Property—Registration.—The trustees of a debenture stock deed received money forming the proceeds of sales, under a power in the deed, of property specifically mortgaged thereby, and with part of the money they purchased houses which were conveyed directly to themselves, to hold upon the trusts of the deed. It was held that the conveyance did not require registration under section 14 of the Companies Act, 1900.—BRISTOL UNITED BREWERIES (LIMITED) *v.* ABBOT (Parker, J., Nov. 15, 1907) (1908, 1 Ch. 279).

The Gray's-inn Debating Society will hold their annual ladies' night on Tuesday, the 26th inst., in Gray's-inn Hall, at 8 p.m. Mr. E. T. Spence will move: "That the drama is a moral and educational force, and as such is not properly recognized in this country." Members can obtain tickets from the hon. secretary, Mr. J. C. P. Borrajo, Common Room, Gray's-inn, W.C.

CASES OF THE WEEK.

Court of Appeal.

ARMITAGE *v.* PARSONS. No. 1. 11th May.

PRACTICE—JUDGMENT—SETTING ASIDE—ERROR ARISING FROM ACCIDENTAL SLIP—R. S. C. XXVIII. 11.

The defendant having made default in entering an appearance to a specially indorsed writ issued out of the Leeds District Registry, the plaintiff signed final judgment for the amount claimed and £5 6s. for costs. In these default cases the practice masters had laid down a scale of fixed costs which would be allowed instead of having the costs in each case taxed, according as the writ was served within or beyond a certain distance from the General Post Office. These fixed costs were adopted in the Leeds District Registry, and a list of them was posted up in the office. The clerk to the plaintiff's solicitors in filling in the form of judgment at the registry office inadvertently copied the wrong figure for costs, making the judgment 12s. more than the plaintiff was entitled to. The clerk affixed the seal of the court to the judgment. The plaintiff having issued execution, the defendant applied to have the judgment set aside, upon the ground that it was bad as it had been entered for an amount in excess of that which was due. The plaintiff then applied to amend it. The district registrar and the judge having refused to set the judgment aside, and having amended it,

Held (by Gorell Barnes, P., *and* Farwell, L.J., Fletcher Moulton, L.J., *dissenting*), *that there had been an error, arising from an accidental slip, within the meaning of ord.* 28, r. 11, *and that the court had power and ought to amend the judgment.*

Appeal by the defendant from an order of Ridley, J., at chambers. The plaintiff issued a writ of summons out of the Leeds District Registry which was specially indorsed with a claim against the defendant as acceptor of a bill of exchange for £2,500, the plaintiff being the indorsee of the bill, and £20 10s. 11d. for interest to date of writ, and a further claim for interest until payment or judgment, and £3 3s. (or such sum as might be allowed on taxation) for costs. The defendant did not enter an appearance to the writ, and the plaintiff became entitled under ord. 13, r. 3, to sign final judgment for the amount claimed and costs. It appeared that in cases of judgment in default of appearance to a specially indorsed writ the practice masters, instead of leaving the costs to be taxed, fixed certain sums which would be allowed for costs in such cases. Where the amount of the judgment was £100 or over, and there had been personal service, the fixed sum allowed "in country and agency cases, and where service effected more than five miles from General Post Office, £5 6s.; town cases, £4 14s." (see Annual Practice, 1908, vol. 2, p. 819). The Leeds District Registry had adopted those sums, substituting two miles, for five miles, from the Leeds District Registry Office, and a list of the costs allowed was posted up in the District Registry. The clerk to the plaintiff's solicitors attended at the District Registry with the original writ of summons and an affidavit of service, and, having filled in the form of judgment with £2,536 19s. 8d. for principal and interest, he entered from the list of costs posted up in the registry the sum of £5 6s. for costs, and handed the form so filled in to the clerk in the office, who sealed it with the seal of the court. This sum of £5 6s. was the wrong sum for costs, the proper sum being £4 14s., as the writ had been served within two miles from the Leeds District Registry. The plaintiff having issued execution upon the judgment, the defendant took out a summons in the Leeds District Registry to have the judgment and all subsequent proceedings set aside, upon the ground that the judgment was irregular and bad, by reason of the same having been entered for an amount in excess of that actually due. Upon the hearing of this summons, the plaintiff applied to have the judgment amended by inserting £4 14s. for costs instead of £5 6s. The clerk to the plaintiff's solicitors made an affidavit, in which he stated that he "looked at the list there (in the District Registry) exhibited, and inadvertently filled in the amount of £5 6s." The District Registrar refused to set aside the judgment, and amended it as requested. Ridley, J., affirmed his order. The defendant appealed, and contended, upon the authority of *Anlaby v. Prætorius* (36 W. R. 487, 20 Q. B. D. 764) and *Hughes v. Justin* (42 W. R. 339; 1894, 1 Q. B. 667), that the judgment, having been entered for an excessive amount, was irregular and bad, and that he was entitled to have it set aside.

THE COURT (GORELL BARNES, P., and FARWELL, L.J., FLETCHER MOULTON, L.J., dissenting) dismissed the appeal.

GORELL BARNES, P., said that, in his opinion, *Anlaby v. Prætorius* and *Hughes v. Justin* were not in point. They were both cases in which the plaintiffs had no right to sign judgment at all for the amount claimed. In neither case was there any debt due when judgment was signed, except in the latter case perhaps some small sum for costs. That being so, in his opinion there was here a clerical mistake in the judgment, or an error arising from an accidental slip, within the meaning of ord. 28, r. 11, and the court had power to correct the judgment. The solicitor's clerk, according to his affidavit, inadvertently filled in the amount of £5 6s. That was a slip which could be corrected. He was only dealing here with a trifling mistake as to the costs, and the court ought to set it right.

FLETCHER MOULTON, L.J., dissented. If the plaintiff signed judgment in default of appearance for a larger sum than that to which he was entitled, the defendant had a right *ex debito justitiæ* to have it set aside. It was the plaintiff's duty to see that the proper judgment was entered. Further, he did not think that ord. 28, r. 11, applied. In the first place, the powers conferred upon the court by that rule ought not to be exercised to assist a plaintiff who had issued execution and was relying upon a wrong judgment. In the next place, he did not think that there had been an "accidental slip" within the meaning of the rule, though,

of course, he did not suggest that the solicitor's clerk deliberately entered the wrong figure.

FARWELL, L.J., agreed with Gorell Barnes, P. In his opinion there was an error arising from an accidental slip within the meaning of ord. 28, r. 11, which the court ought to correct. He was further of opinion that upon the principle *de minimis* the Court ought to refuse to entertain the appeal.—COUNSEL, *J. A. Simon*, K.C., and *H. A. McCardie; Scott Fox*, K.C., and *J. A. Compston*. SOLICITORS, *A. B. Burton*, for *Armitage & Speight*, Leeds; *Ward, Bowie, & Co.*, for *Walter & E. H. Foster*, Leeds.

[Reported by W. F. BARRY, Barrister-at-Law.

MARRECO AND OTHERS *v.* **RICHARDSON.** No. 1. 15th May.

LIMITATIONS, STATUTE OF—PART PAYMENT—GIVING CHEQUE FOR PART OF DEBT—CHEQUE HELD OVER BY ARRANGEMENT—PAYMENT OF CHEQUE WITHIN SIX YEARS BEFORE ACTION—LIMITATION ACT, 1623 (21 JAC. 1, C. 16).

Where a cheque was drawn by a debtor and dated and given to his creditor more than six years before action brought, in part payment of a debt due from him, and, owing to an arrangement between the parties, the cheque was not presented for payment until a date within six years before action brought, the promise to pay the debt, which is implied from the part payment, must be deemed to have been made on the date when the cheque was given, and not on the date when the cheque was presented and paid. An action to recover the debt is therefore barred by the Statute of Limitations.

Appeal by the plaintiffs from Bray, J. The action was brought on the 18th of June, 1906, by the executors of a solicitor to recover the amount of a bill of costs. All the costs included in the bill had been incurred more than six years before action brought. It appeared, however, that on the 10th of May, 1900, the defendant gave to the solicitor his cheque for £20, the cheque being dated the 20th of May, 1900, and, at the same time, it was arranged between the defendant and the solicitor, at the former's request, that the cheque should not be presented until the 20th of June, 1900, that is, within six years before action brought. The cheque was accordingly not presented until that date, when it was paid. The solicitor having died, his executors brought an action to recover the amount of the costs. The defendant pleaded the Statute of Limitations. Bray, J., held, upon the authority of *Gowan* v. *Forster* (3 B. & Ad. 507), *Irving* v. *Veitch* (3 M. & W. 90), and *Turney* v. *Dodwell* (3 E. & B. 136), that the promise to pay implied from the part payment must be deemed to have been made when the cheque was given, which was more than six years before the action was brought, and not when the cheque was presented and paid, and that therefore the action was barred by the Statute of Limitations. He accordingly gave judgment for the defendant. The plaintiffs appealed.

THE COURT (GORELL BARNES, P., and FLETCHER MOULTON and FARWELL, L.JJ.) dismissed the appeal.

GORELL BARNES, P., said that, in his opinion, the cases on which Bray, J., decided the case were rightly decided. The part payment must be such as to support an implication of a promise to pay. Here the part payment was by cheque, and the implied promise to pay the whole debt was made when the cheque was given, and not when the cheque was paid. That date being more than six years before action brought, the action was barred by the Statute of Limitations.

FLETCHER MOULTON AND FARWELL, L.JJ., concurred. — COUNSEL, *Ratcliffe Cousins* and *Frank Phillips; Holman Gregory* and *Coutts Trotter*. SOLICITORS. *Alfred Jonas*, for *Powning, Jonas, & Parker*, Salisbury; *Taylor, Hoare, & Pilcher*, for *Wilson & Sons*, Salisbury.

[Reported by W. F. BARRY, Barrister-at-Law.]

COPESTAKE *v.* **HOPER.** No. 2. 16th May.

MANOR—HERIOT—CUSTOMARY FREEHOLD—SEISIN—MORTGAGE BY TENANT.

The tenant of a customary freehold of a manor, alienable by ordinary methods of assurance, executed a statutory mortgage thereof. On the death of the tenant while the mortgage was still subsisting,

Held, that the mortgagee was by the mortgage constituted in law the freeholder, and became the actual tenant to the lord of the manor, and, consequently, the lord was not entitled to a heriot on the death of the mortgagor, who did not die seised of the freehold in question.

This was an appeal from a decision of Kekewich, J. The case raised an interesting question whether the plaintiff, as lord of the manor of Ewhurst, in the county of Sussex, was entitled on the death of a freehold tenant to seize as a heriot "the best beast" of such tenant. It appeared that within the manor there were several ancient freehold tenements held of the lord by fealty, suit of court, an annual quit-rent, a relief of one year's rent on the death of the tenant or alienation of the tenement, and a heriot of the best beast of the tenant on his death solely seised. On the 5th of October, 1863, one of the ancient freehold tenements of the manor known as "Capons" devolved under an alienation upon Mr. Richard Hoper, of Cowfold, Sussex, who thenceforth, so it was alleged, held it of the lord of the manor to him and his heirs by fealty, suit of court, a quit-rent of £1 0s. 10d. per annum, a relief of one year's rent on his death or alienation, and a heriot of his best beast on his death; and he continued, so it was alleged, to hold the same up to the date of his death. On the 26th of March, 1905, Mr. Hoper died, and it was alleged that he died seised of the tenement "Capons," and that thereupon happened to the plaintiff as lord of the manor a relief of one year's rent and a heriot of the best beast belonging to Mr. Hoper. On the 4th of April, 1905, the plaintiff seized and marked a bay gelding called Captain, the property of Mr. Hoper at his death, as and for such heriot. The defendants, the executors, detained the bay gelding and refused to give it up to the plaintiff. Thereupon this action was commenced for a declaration that the plaintiff as lord was entitled to the bay gelding as a heriot, and for delivery thereof. The defendants denied that Mr. Hoper continued to hold the tenement up to the time of his death, or that he died seised thereof; and they founded this contention on the fact that on the 1st of November, 1887, Mr. Hoper executed a statutory mortgage of the tenement, which he had not redeemed at his death, and therefore that he did not die seised of the property, notwithstanding that he remained in possession till his death. The question, therefore, was whether Mr. Hoper, having executed a legal mortgage of the tenement, could be said to have died seised thereof. On this point no direct authority was to be found, nor was there any instance of a mortgage ever having been set up as a defence to a claim for a heriot. Kekewich, J., came to the conclusion that seisin was possession of an estate of freehold, and that, having once arrived at possession of that character, there was no need to go further to find seisin. It seemed to follow that a heriot was not due on the death of a *cestui que trust*, but on the death of a trustee; but his lordship did not accept the argument urged on behalf of the defendant, that it followed as a logical consequence that a legal mortgagee being the owner of the estate at law was the person seised and not the mortgagor, even though the latter remained in possession. It seemed impossible to say that a mortgagor in possession was not possessed of an estate of freehold in the mortgaged premises. He was liable to be dispossessed because the mortgagee, like a rightful owner out of possession, had a right of entry, but, until exercise of that right of entry, the mortgagee was not seised as a freehold tenant of the land. His lordship, therefore, held that the plaintiff was in the right and entitled to the relief claimed. The defendant appealed.

THE COURT (COZENS-HARDY, M.R., and BUCKLEY and KENNEDY, L.JJ.) allowed the appeal.

COZENS-HARDY, M.R., stated the facts and continued: Kekewich, J., held that the lord was entitled to a heriot on Hoper's death. With great respect, I am unable to agree with this decision. We are dealing here with a right the origin of which must be found many centuries ago. It is a claim by the lord in respect of the tenancy of land held of the manor. Now, after the Statute *Quia emptores*, every tenant in fee simple had a right to alienate, and the feudal relation between the lord and the alienor necessarily ceased on alienation. This sufficiently appears from the language of the Statute *Quia emptores*: "It shall be lawful to every freeman to sell at his own pleasure his lands and tenements or part of them so that the feoffee shall hold the same lands and tenements of the chief lord of the same fee by such service and customs as his feoffor held before." It is not alleged that any particular form of alienation is requisite according to the custom of the manor, still less is it alleged that the consent of the lord, or notice to the lord, is required. Alienation has been effected from time to time in different ways; sometimes by feoffment with livery of seisin; sometimes by conveyance under the Statute of Uses; sometimes by lease and release; sometimes by a statutory conveyance taking effect, not under the Statute of Uses, but under the provisions of the Conveyancing Act of 1845. In whatever form the alienation takes place nothing whatever is left in the alienor. I cannot doubt for one moment that the statutory conveyance of November, 1887, passed the legal fee. It is clear that two persons cannot be seised of the land at the same moment, and I cannot appreciate the argument that the alienor, while retaining no estate or interest in the land, has some *scintilla juris* sufficient to support an alleged seisin. Unless, therefore, a distinction can be drawn between an absolute conveyance to a purchaser and a conveyance by way of mortgage, it seems to me that the lord cannot assert, with truth, that Hoper died seised within the meaning of the custom pleaded, or that Hoper was a tenant of the manor at his death. But the custom relied upon arose at a time when the distinction between legal and equitable estates had not been recognized. The only estates which were then recognized were legal estates, and the idea of seisin, apart from a legal estate, was unknown. I think it would be wholly unreasonable to apply to the custom the comparatively modern doctrine, as to the equity of redemption remaining in the mortgagor being an estate in land. There are many cases in which equity follows the law, but this is not such a case. It is plain that in the case of copyhold a trustee is liable to fines, fees, and other incidents of tenure, and not the beneficiary for whom he is a trustee. The rights of the lord, whether of freeholds or of copyholds held of the manor, must be asserted against, and only against, a person who is, in the view of the common law, the tenant of the lord. If a mortgagee of copyholds by conditional surrender is admitted under the surrender, he thereupon becomes the lord's tenant. Precisely the same consequence follows if a mortgagee of freeholds takes a mortgage in fee which does not require the consent of the lord, but which constitutes him tenant of the manor. There cannot be two persons at the same moment tenant of the same tenement. Browell was, and Hoper was not, tenant at the date of Hoper's death. For these reasons I think the appeal must be allowed, with the usual consequences.

BUCKLEY and KENNEDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Jessel*, K.C., and *A. J. Allen; Ingpen*, K.C., and *Burleigh Muir*. SOLICITORS, *Hunt, Currey, Nicholson, & Co.; Cooper, Turner, & Co.*, for *T. Cotching*, Horsham.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

REX *v.* **BENSON.** C.C.R. 14th April.

CRIMINAL LAW—FALSE PRETENCES—AMENDMENT OF INDICTMENT—SUBSTITUTION OF DIFFERENT CHARGE.

By section 13 of the Debtors Act, 1869, a person is guilty of a misdemeanour "if in incurring any debt or liability he has obtained credit under false pretences

or by means of any other fraud." After a true bill has been found, an indictment under this section charging a man that in incurring a debt he obtained credit under certain false pretences cannot be amended so as to charge him with obtaining the credit by fraud.

Case stated by quarter sessions. The prisoner was indicted in one count for obtaining food by certain false pretences, and in another count, under section 13 of the Debtors Act, 1869, which provides that: "Any person shall in each of the cases following be deemed guilty of a misdemeanour (1) if in incurring any debt or liability he has obtained credit under false pretences or by means of any other fraud. . . ." The second count in the indictment was as follows: "And the jurors aforesaid, upon their oath aforesaid, do further present that the said John Henry Benson, on the day aforesaid, in the year aforesaid, incurred a debt to the said Emma Ratcliffe, amounting to the sum of five shillings and sixpence, in the purchase of (then followed an enumeration of various articles of food) from the said Emma Ratcliffe. And the jurors aforesaid upon their oath aforesaid, do further present that the said John Henry Benson, on the day aforesaid, in the year aforesaid, in incurring the said debt of five shillings and sixpence unlawfully, knowingly and designedly, did falsely pretend to one Emma Ratcliffe that he, the said John Henry Benson, had then been sent for from Sheffield to work as a painter at the carriage works at Oldbury, meaning thereby the railway carriage works at Oldbury belonging to the Metropolitan Amalgamated Railway Carriage and Wagon Co. (Limited), Oldbury Works, that he . . . was then engaged to work as a painter at the railway carriage works . . . and that he . . . then required board and lodging at Oldbury aforesaid for the purposes of his said work . . . with intent to defraud, whereas" [the various pretences were then separately traversed]. The false pretences set out in the first count were the same as those set out in the second count, and the two counts related to the same transaction. The learned chairman of quarter sessions held at the conclusion of the case for the prosecution that there was no evidence to go to the jury upon either count, as the prosecutrix said she supplied the prisoner with food relying upon the statement that he would settle up on Monday—a future date—and that that was not a representation of an existing fact, and was not one of the false pretences charged in either count. The prosecution then asked leave to amend the second count by striking out the false pretences alleged, and by stating that the prisoner "incurred the said debt of five shillings and sixpence by means of fraud against the form of the statute in such case made and provided," &c. The learned chairman was of opinion that he had no power to amend, as the statement of the precise fraud charged was material and not surplusage, as it was necessary in the indictment not merely to charge fraud generally, but to allege some specific fraud, so that the prisoner might know the case he had to meet, but he nevertheless amended the indictment as requested, and left the case to the jury, subject to a case to be stated for the Court for Crown Cases Reserved. He directed the jury on the amended indictment that if the prisoner led the prosecutrix to believe that he was working at the carriage works when he was not there, but elsewhere, and that he knowing that she was supplying him with food and lodging on the faith of such belief, omitted to tell her that he was at work at another place, that was such fraud as would entitle them to convict the prisoner. The jury found the prisoner guilty. The following three questions were reserved for the Court for Crown Cases Reserved: (1) Was there power to amend the indictment by striking out the whole of the allegations in the second count as surplusage? (2) Was the indictment, as amended, good in law? (3) Was the chairman right in directing the jury that if they believed the statements of the prisoner were false in fact they could convict him of incurring a debt by fraud, although the statements did not amount in law to false pretences, and it had been proved that none of those that were alleged were the specific grounds on which the person obtained credit?

Lord ALVERSTONE, C.J.—In my opinion, obtaining credit by false pretences, and obtaining credit by means of any other fraud within the meaning of section 13 of the Debtors Act, 1869, are two separate offences. That is clear from the judgment in *R.* v. *Jones* (1898, 1 Q. B. 119). The practice has been, and there is authority for it, to treat these as two separate offences. Application was made here to amend this indictment, altering the obtaining of credit by false pretences to that of obtaining credit by fraud. It may be true that the evidence in either case was the same; but the principle involved is very important. There is no power at common law to allow an amendment which will charge a prisoner with a separate offence, and there is no such power under the terms of section 1 of the Criminal Procedure Act, 1851, allowing amendment "in the name or description of any matter or thing whatsoever" named or described in the indictment. Such an amendment would result in a man's being tried on a charge on which no true bill had been found. The first question therefore left to the court must be answered in the negative.

RIDLEY, DARLING, BRAY, and SUTTON, JJ., concurred.—COUNSEL, *J. R. V. Marchant; Cotes-Preedy.* SOLICITORS,

[Reported by C. G. MORAN, Barrister-at-Law.]

JOEL v. LAW UNION AND CROWN INSURANCE CO.

Lord Alverstone, C.J. 18th May.

INSURANCE—LIFE—INCORRECT STATEMENTS MADE BY ASSURED IN PROPOSAL FORM—INNOCENT MISREPRESENTATION OF MATERIAL FACTS—DEATH OF ASSURED—RIGHT OF INSURANCE COMPANY TO CANCEL POLICY.

In a proposal which was admitted to be the basis of the contract, the assured did not disclose the fact that she had suffered from temporary mental derangement, but had recovered. After the company had accepted the risk the assured again became insane and committed suicide.

Held, that as the jury had found that the inaccurate answers were not given fraudulently by the assured, who was under the belief that she had been sent to a "home," not because she was then insane, but for a rest cure for nervous breakdown, the defendants on that ground could not claim judgment. But the defendants were entitled to judgment on the ground of non-disclosure of material facts. They ought, however, to have offered to return the premiums paid, and on their undertaking to do so an order was made that the policy should be delivered up to them to be cancelled.

This was a claim by Miss F. Joel, executrix of the will of Miss R. Morrison, for £3,030 and interest on a policy on the life of the latter lady, or for the return of the premiums paid on it. The policy was dated the 4th of November, 1902. On the 27th of October, 1901, the deceased signed a proposal and declaration which it was expressly agreed was to be the basis of the contract. On the 31st of October she and a doctor signed a further declaration, which was stated to be "with reference to" the former document, and by which she declared that the answers given to certain further questions put to her by the doctor were true. The accuracy of the contents of the document of the 27th of October was not impeached by the defendants, but they asserted that those of the 31st of October were inaccurate in two particulars. First, that she had stated that she had never at any time suffered from mental derangement; and secondly, in answer to the question, "What medical men have you consulted, and when and what for?" she had failed to disclose the fact that she had consulted Dr. Kinsey Morgan, by whom she had been treated for acute mania and subsequently placed in a home. In 1906 she again became of unsound mind and committed suicide. On behalf of the plaintiff it was admitted that the fact that the deceased had suffered from mental derangement was a material particular, but it was contended that the lady was not bound to give the names of the doctors who had attended her. On the facts disclosed in the proposal form the company registered Miss Morrison as a first-class life. The following questions were left to the jury, and were thus answered by them: (1) Did the deceased know that she had suffered from mental derangement?—No. (2) Did she fraudulently conceal that fact?—No. (3) Did she fraudulently conceal the fact that she had consulted Dr. Kinsey Morgan for nervous depression?—She withheld this fact foolishly, but not fraudulently. (4) Was the fact that she had consulted him material?—Yes. The legal effect of these answers was reserved for further argument.

Lord ALVERSTONE, C.J., in giving judgment, said that the claim under the policy was resisted on the ground that the deceased, in answering certain questions put to her at the time of her effecting the insurance, made certain untrue representations. The plaintiff alleged that the deceased lady was always ignorant of the fact that she had suffered from mental derangement, or had been under restraint, and always believed that she had been sent away for a rest cure for nervous breakdown. This was the account she herself gave the doctor who was called in some few months before she committed suicide. Upon the findings of the jury the defence of fraud failed. It was further argued for the defendants that the policy was void (1) on the ground that the two inaccurate declarations were the basis of the contract sued on; (2) that even assuming this not to be the case, the defendants were not bound by the policy on the ground of incorrect answers to the questions referred to; and (3) because the policy was void by reason of non-disclosure. With some doubt his lordship held that the answers to the questions were not clearly shewn to be the "basis" of the contract so as to entitle the defendants to succeed upon that ground alone, as there was some doubt as to the meaning of the words "with reference to my former declaration." But he thought the deceased must have known that all the questions she was asked to answer were, in the defendants' view, material. As to the second question, respecting the doctors who had attended her, she had omitted to include the name of Dr. Kinsey Morgan. But the finding of the jury was a finding that she had innocently misrepresented a material fact. [On this point his lordship referred to *Brownlie* v. *Campbell* (5 A. C., per Lord Blackburn, at p. 954), *London Assurance* v. *Mansel* (11 Ch. D., at p. 368).] It was contended for the plaintiff that the judgment of Lopes, L.J., in *Hambrough* v. *Mutual Life Insurance Co. of New York* (72 L. T. 140) supported a contrary view. But he doubted whether the opinion there expressed on this point by the learned Lord Justice was necessary for the decision of that case. Another point taken was that inasmuch as the death had occurred before repudiation, therefore the parties could not be restored to their original position, and the plaintiff was entitled to recover. But it was not so held in *Lindenau* v. *Desborough* (8 B. & C. 586), and he held on that authority that it was still open to the defendants to raise the contention that the policy was void. He came to the conclusion that the plaintiff's claim must be dismissed with costs, but in order to entitle the defendants to revocation of the policy—this not being a case of fraud—they ought to have tendered or expressed their willingness to repay the premiums. The defendants said that, having alleged fraud this was not open to them, but fraud having been negatived, they were, he thought, bound to repay the premiums. The order would be "That the defendants being willing and offering to return the premiums received, declare that the policy on the life of the deceased was void and of no effect, and that the policy be delivered up to the defendants to be cancelled." Judgment with costs for the defendants.—COUNSEL, *Lush*, K.C., and *S. O. Henn Collins; Shearman*, K.C., and *Boydell Houghton*. SOLICITORS, *Richardson & Sadlers; Robins, Hay, Waters, & Hay.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

COBBETT AND OTHERS v. WOOD. C.A. No. 1. 13th May.

SOLICITOR—BILL OF COSTS—PARTY AND PARTY COSTS TAXED AND PAID—SUBSEQUENT BILL FOR SOLICITOR AND CLIENT COSTS—PARTY AND PARTY

ITEMS NOT INCLUDED IN SECOND BILL—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), s. 37.

The defendant's wife filed a petition against the defendant in the Divorce Division of the High Court for judicial separation. The husband gave the usual security for the wife's costs. The petition was dismissed, and the defendant paid the taxed costs of his wife's solicitors as between party and party. Subsequently the wife's solicitors delivered to the defendant a bill of costs containing extra costs as between solicitor and client in connection with the proceedings for judicial separation, none of the items in the party and party bill of costs, which had already been paid, being included in the bill. In an action on the bill,

Held, *without expressing any opinion as to whether such extra costs were recoverable, that the bill was not a proper bill of costs within section 37 of the Solicitors Act*, 1843, *inasmuch as the party and party items had, contrary to the settled practice, been omitted from the bill.*

Appeal by the defendant from the judgment of Pickford, J. (reported in 1908, 1 K. B. 590). The action was brought by a firm of solicitors to recover £117 7s., the balance of a bill of costs incurred by them as solicitors for the defendant's wife under the following circumstances: In March, 1904, the defendant's wife presented a petition in the Probate, Divorce, and Admiralty Division of the High Court for a judicial separation. The usual order was made that the defendant should give security for his wife's costs. The petition was dismissed, and the defendant was ordered to pay his wife's taxed costs as between party and party. A bill of costs was accordingly delivered to him by the plaintiffs, who had acted as his wife's solicitors in the proceedings, and was taxed and paid. The wife later on took proceedings against him under the Summary Jurisdiction (Married Women) Act, 1885, and the justices made an order that the wife was no longer bound to cohabit with her husband, and that he should pay her £2 a week, and also a sum of £3 3s. for costs. These costs were paid by the defendant. The plaintiffs acted as the wife's solicitors in these proceedings. The plaintiffs subsequently delivered to the defendant the bill of costs now sued on, which was headed: "In the High Court of Justice, Probate, Divorce, and Admiralty Division (Divorce). Your Wife *v.* Yourself. Petition for judicial separation. Costs as between solicitor and client, including costs not allowed as between party and party." The bill consisted of items of extra costs as between solicitor and client in the proceedings for judicial separation in the Divorce Court, most of which had not been included in the party and party bill of costs, but some of which had been included in that bill and were disallowed on taxation. There were also a few items of costs in connection with the proceedings before the justices. The items allowed on taxation in the party and party bill of costs were not included in the present bill. In an action on the bill the defendant admitted liability if the bill was a proper bill. Upon the action coming on for trial, Pickford, J., held that the bill was not invalid because it did not include the items in the party and party bill which were allowed on taxation and paid by the defendant, inasmuch as both bills had been delivered to the defendant, the two constituting practically one bill delivered in two parts; and he also held, upon the authority of *Cale* v. *James* (45 W. R. 317; 1897, 1 Q. B. 418), that the items of costs in connection with the proceedings before the justices were not recoverable. He accordingly gave judgment for the plaintiffs on the bill subject to taxation. The defendant appealed.

THE COURT (GORELL BARNES, P., and FLETCHER MOULTON and FARWELL, L.JJ.) allowed the appeal.

GORELL BARNES, P., said that in the present bill there were none of the items of the party and party bill already allowed on taxation and paid by the defendant. It was merely a bill for extra costs as between solicitor and client. Generally speaking, when the costs were taxed in the Divorce Court in such a case as this they were so taxed as to properly remunerate the solicitor for his services in enabling the wife to conduct her case. However, he understood that when the case was before the master and the judge upon an application for judgment under order 14 the defendant admitted liability if the bill was a proper bill. He did not raise the question whether he was liable for extra costs, the wife having failed in her petition. His lordship desired to express no opinion as to whether such extra costs could be recovered. Before doing so he should wish to have all the facts before him. He desired to say that because he did not wish to encourage an action to recover extra costs in such a case. He doubted whether such costs were recoverable. But he expressed no opinion, as the question was not before them. The only question was whether this was a proper bill of costs within section 37 of the Solicitors Act, 1843. The objection to it was that it omitted all the party and party costs which had been allowed and paid, and that there was nothing to shew what they were, and that, therefore, the taxing-master would not have the proper materials before him for taxing the bill. He had received from the taxing-masters a report by the taxing-masters in 1904, which was drawn up and sent to the Lord Chancellor, and which stated that the well-settled practice was to require the whole bill to be brought in for taxation, including the party and party costs, though paid, and the whole bill to be taxed. In other words, the bill must be a complete bill in respect of the business done. The present bill was therefore not a proper bill within section 37 of the Act, so as to entitle the plaintiffs to sue upon it. With regard to the case of *Re Mercantile Lighterage Co.* (54 W. R. 389; 1906, 1 Ch. 491), he did not think that Warrington, J., intended to say that the party and party costs already paid could be inserted in the bill in a lump sum. Such a rule would not be in accordance with the practice. There must be judgment for the defendant, the plaintiffs being at liberty to bring in a fresh bill.

FLETCHER MOULTON, L.J., agreed that this was not a proper bill within section 37 of the Solicitors Act, 1843. Further, from what the President had said, he was inclined to think that extra costs in a case like this were not recoverable.

FARWELL, L.J., concurred. The report of the taxing-masters in 1904 was made at a meeting of the taxing-masters and was signed by the senior taxing-master. It was sent to the Lord Chancellor, and was by him sent to Kekewich, J., the senior judge of the Chancery Division, who had great experience in these matters, for his remarks upon it. That learned judge made a memorandum upon it that undoubtedly the taxing-masters were right.—COUNSEL, *J. A. Simon*, K.C., and *C. Atkinson*; *Langdon*, K.C., and *Le Riche*. SOLICITORS, *R. B. Wheatly, Son, & Daniel*, for *Cobbett, Wheeler, & Cobbett*, Manchester; *C. P. Fielder, Le Riche, & Co.*, for *A. J. Stead*, Manchester.

[Reported by W. F. BARRY, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **LEE.** 15th May.

CRIMINAL LAW — APPEAL AGAINST VERDICT — EVIDENCE OF PREVIOUS IMPRISONMENT — OMISSION BY JUDGE TO EXPRESSLY TELL JURY TO DISREGARD IT.

On an appeal against a conviction for feloniously uttering a counterf it coin it appeared that the prisoner after uttering the coin at a public-house had walked away, but observing that he was being followed by a policeman and a barman from the public-house, ran away. This was the only evidence of guilty knowledge. The prosecution alleged that the prisoner had uttered a similar bad coin to the same person a fortnight previously; but the prisoner proved conclusively that that was not so, as at that time he was in prison. The learned judge summed up strongly in favour of the prisoner, but omitted to expressly tell the jury to disregard the fact that the prisoner had been in prison before. The appeal was allowed on the ground of this omission.

This was an appeal against the verdict of a jury convicting a prisoner for feloniously uttering a counterfeit coin after a conviction for misdemeanour. It appeared that the prisoner went into a public-house in Hatton-garden, asked for beer, and tendered a bad 5s. piece. The 5s. piece was given back to him and he paid for his drink in good money. The barmaid said to him "You are the man who passed a bad coin a fortnight ago." The prisoner continued talking to the barmaid for some minutes, then walked away some distance, and on seeing that he was followed by the barman and a policeman, ran away. When he was caught only good money was found upon him. At the trial the prisoner proved conclusively that the barmaid's story as to the previous occasion was incorrect, as he was at that time in prison. It appeared that the judge, although summing up strongly in favour of the prisoner, omitted to expressly tell the jury to disregard the fact that the prisoner had been in prison before.

THE COURT (Lord ALVERSTONE, C.J., and CHANNELL and A. T. LAWRENCE, JJ.), after expressing the hope that the new Act of Criminal Appeal would not impair or affect the presumption of innocence in the administration of criminal law, which was only to be rebutted by such evidence with regard to the particular offence as left no reasonable doubt that the prisoner was guilty, allowed the appeal, on the ground that there was a real fear that there might have been a miscarriage of justice, as the judge had omitted to expressly inform the jury that they were bound to disregard the fact that the prisoner had previously been in prison.—COUNSEL, *W. H. Sands*; *Hermann Cohen*. SOLICITORS, *The Director of Public Prosecutions*; *The Registrar of the Court of Criminal Appeal*.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

HARDING COX *v.* **HARDING COX. CHARTRIS** Intervening.

Bargrave Deane, J. 19th May.

DIVORCE—WRONG NAME IN PETITION—AMENDMENT—PRACTICE.

Where a wrong name has been inserted in a petition, and the person mentioned has intervened, the court will on an ex parte *application give leave to amend on the petition being re-served on the respondent and notice being given to the intervener of abandonment.*

Application to amend petition. It appeared that after a petition by a wife had been filed, it was discovered that the respondent's alleged adultery had not been committed with Chartris, who had intervened and had denied the allegation, but with a woman named Dillon, quite a different person. An amendment was therefore required, but no notice had been given to either the respondent or intervener. It was submitted that such a step was unnecessary.

BARGRAVE DEANE, J., said that the petition might be amended as desired, subject to it being re-served on the respondent, and a proper letter written to the intervener, expressing the petitioner's regret for the error. The intervener, of course, would be entitled to the costs she had incurred. —COUNSEL, *Le Bas*. SOLICITORS, *Doyle, Devonshire, & Co.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

The Hardwicke Society will hold its annual dinner on Friday, July 3rd, when the Lord Chancellor, who is a member of the society of long standing, will be present.

Legal News.

Appointments.

Mr. Francis Eden Marshall, M.A. of St. John's College, solicitor, has been elected, in Convocation, Coroner for the University of Oxford in the place of Mr. Frederic Parker Morrell, M.A., deceased. Mr. Marshall was admitted in 1888, and is a member of the firm of Tyrwhitt & Marshall, of Oxford, solicitors.

Mr. F. W. Sherwood, barrister-at-law, has been appointed Recorder of Worcester, in the place of Mr. R. H. Amphlett, K.C., resigned on his appointment as a County Court Judge.

Mr. H. W. W. Wilberforce, barrister-at-law, has been appointed Stipendiary Magistrate for the City of Bradford, in the place of Mr. C. Skidmore, deceased.

General.

It is announced that Mr. Justice Pickford will be the Whitsun Vacation Judge.

William Stanley Vaughan, who was found guilty on Saturday of shooting with a revolver at Mr. J. W. Alsop, solicitor, of Liverpool, and wounding him on the arm, with intent to murder, was on Monday sentenced at the Liverpool Assizes to five years' penal servitude.

Mr. Charles William Dunkerly, of Hessle, Yorks, a solicitor, who died on the 21st of January, left, says the *Evening Standard*, £106,022, the bulk of which he inherited from his uncle, Mr. John Ashforth Dunkerly, who died on the 2nd of January. This fortune, therefore, becomes liable for death duties twice within twenty days.

For a few minutes the other day, says the *Evening Standard*, the unusual sight was witnessed in Mr. Justice Swinfen Eady's court of a gentleman seated at the solicitors' table in his shirt sleeves. Of course he had come into court with his coat on. In a pocket was his pipe. This, it appeared, was not quite extinguished, and soon after he entered the court the coat was on fire. He took it off hurriedly, and handed it to the usher, who carried it into the corridor, and put out the flames.

A meeting of members of the Common Law Bar was to take place in the Inner Temple-hall on Monday, to consider the proposed abolition of the existing system by which a judge of the King's Bench Division sits in chambers to dispose of chamber business, and the substitution therefore of a system by which such business will be disposed of by not fewer than three judges sitting in different courts at the rising of their respective courts. Mr. English Harrison, K.C., chairman of the General Council of the Bar, was to preside. We are not informed as to the result of the meeting.

The congratulatory banquet at which, says a writer in the *Globe*, the Prime Minister is to be entertained by his fellow members of the bar, will be a memorable event in the annals of the inns. Only once before has the bar played the part of host to one of its own members. Mr. Berryer and Mr. Choate, two distinguished advocates belonging to other countries, have been entertained by the bar; Sir John Hollams, the doyen of the other branch of the profession, has been fêted in the hall of one of the inns; Lord Bramwell received a similar tribute from the bar when he retired from the bench; but Mr. Benjamin is, so far, the only member of the bar itself who has been so honoured.

The Attorney-General, speaking in the House of Commons on the 13th inst., on the motion for the third reading of the Prosecution of Offences (Amendment) Bill, said the reason why, after the creation under the Act of 1879 of a separate department for public prosecutions, a change of view took place, and it was thought desirable that the Solicitor for the Treasury should undertake the whole work, was to be found in the fact that the Director of Public Prosecutions had so construed the Act as practically to limit his duties to deciding what prosecutions should be sent to the Public Prosecutor and what prosecutions should be left to private individuals. He did not carry out the prosecutions himself; he sent them to the Treasury. That was found a very unsatisfactory plan. Parliament said that the Act of 1879 had not carried out their intentions and they would make the Solicitor to the Treasury the responsible head of this particular department of criminal law. That was done, and the arrangement worked very successfully for a considerable time, but at last the increase of business caused difficulty. The Solicitor to the Treasury was solicitor to the War Office, the Admiralty, the Board of Works, and the Education Office; and he was King's Proctor and performed various other duties. Of late years the increase in Admiralty work had been enormous. Education, too, was a far less simple matter than it used to be. The Solicitor to the Treasury found now that, however much he might delegate his work, he could no longer cope with it. Delegation was going beyond the scope of adequate supervision. As to the probable expenses under the Criminal Appeal Act it was not yet possible to give much information. The exact number of appeals entered to date was only fifteen. The persons employed in the existing department consisted of Lord Desart, one assistant solicitor, two chief clerks, one first-class clerk, two assistant chief clerks, and five professional clerks. It was proposed to add to that number the new director, three more professional clerks, and some additional shorthand copying clerks. When the summer assizes began to be held and they had quarter sessions in larger numbers throughout the country they might perhaps find out the number of appeals which might be expected

Lord Alverstone had an awkward carriage accident at Clapham Junction on Saturday. A carriage was sent to await his arrival by train at Clapham Junction Station, and, Lord Alverstone having taken his seat, the carriage was turning out of the station yard into Falcon-road when the sudden appearance of an electric tram startled the horses to such a degree that they bolted. Despite every effort on the part of the coachman to restrain them, they raced along the road for a considerable distance, and then, crossing the pavement, made for the doorway of a public-house. As a result of the impact, the carriage was very seriously damaged and the horses were cut about the knees. Lord Alverstone happily escaped injury.

At the East Ham police-court, on the 15th inst., Alfred James Cooper, a canvasser, was summoned at the instance of the Law Society for falsely pretending to be a solicitor. Mr. Humphreys, who appeared for the Law Society, said that the prosecution was founded on the following letter which the defendant posted to a Mrs. Williams, who lives at Worcester: "Dear Madam,—Mrs. Johnson has instructed me to apply to you for the sum of 8s. 4d., this amount being due to her daughter Dorothy as the last month's wages that she was in your service. I shall be pleased if you will forward this amout to me at once. Failing this I shall have no alternative but to take further steps to recover the said amount with costs. Hoping you will save yourself further expense and trouble.—Yours, &c., A. J. Cooper." When spoken to, Cooper said that he wrote the letter for Mrs. Johnson, as she thought that a letter from a man would have more weight than a letter from her. He had no idea that he was posing as a solicitor, and would not have written the letter if he had known he was doing wrong. Mr. Grubbe said that the defendant had been guilty of a very foolish act, and he would have to pay £2 and 6s. costs.

It is not easy, says Mr. T. Baty, writing in the *Law Magazine and Review*, to answer the arguments of counsel for the appellants in *Anderson* v. *Marten* (1908, 1 K. B. 601). A German vessel's owner insured his disbursements upon her, excepting the risk of capture. She was captured by the Japanese, and sustained a total loss by wreck when in their hands: after which condemnation proceeded in the Japanese Prize Court. The court, affirming Channell, J., declined to say whether the property was transmuted by seizure—(though they evidently inclined to think it was)—and they rested their judgment on the ground that, even if it was not, the ship was nevertheless "lost by capture" before she struck. Cozens-Hardy, M.R., adopted Channell, J.'s, language, and fell back on the popular arbitrament of the casual passer-by, as "sufficient to dispose of the case": "I think that most people, looking at the matter from a common-sense point of view, and apart from technicalities, would say that, under the circumstances, the owner lost his ship by capture, and that the Japanese captors afterwards lost their prize by shipwreck" (p. 607). Moulton, L.J., agreed, and paid a further compliment to the "plain, common-sense man" who, he was persuaded, would have no hesitation in taking that view. When judges rely on popular impressions, it is not disrespectful to bear in mind that they may perhaps be relying on popular fallacies. The fallacy here, it is submitted, lies in the confusion of "capture" with "loss by capture." The ship had undoubtedly been captured, and the passer-by, who does not trouble himself to analyze events, may possibly pronounce her to have been lost by capture, since she was then as good as lost, the verdict of the prize court being *à posteriori* certain. But it does not seem that this is a legitimate inference. What really happened, unless the property was transmuted by seizure, was that an apparently inevitable loss by capture was prevented by a supervening shipwreck.

Legal Insurance Co. (Limited).—The issue of 100,000 shares of £5 each has been over-subscribed. Letters of allotment and regret are being posted. Small applications have been allotted in full. Large applications received from 25 to 50 per cent. of the amount applied for.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday .....May 25	Mr. Bloxam	Mr. Farmer	Mr. Tindal King	Mr. Church
Tuesday 26	Leach	Borrer	Bloxam	Synge
Wednesday 27	Farmer	Greswell	Leach	Theed
Thursday 28	Goldschmidt	Beal	Farmer	Tindal King
Friday 29	Church	Goldschmidt	Borrer	Bloxam
Saturday..... 30	Beal	Church	Greswell	Leach

Date.	Mr. Justice Swinfen Eady.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday .....May 25	Mr. Greswell	Mr. Leach	Mr. Theed	Mr. Goldschmidt
Tuesday..... 26	Beal	Farmer	Tindal King	Church
Wednesday 27	Goldschmidt	Borrer	Bloxam	Synge
Thursday 28	Church	Greswell	Leach	Theed
Friday 29	Synge	Beal	Farmer	Tindal King
Saturday..... 30	Theed	Goldschmidt	Borrer	Bloxam

Death.

Paterson.—On the 19th inst., suddenly, at Florence, Alexander Edgar Paterson, of 8, Cross-street, Manchester, Solicitor, Hon. Sec. of the Manchester Incorporated Law Association.

The Property Mart.

Sales of the Ensuing Week.

May 25.—Messrs. Weatherall & Green, at the Mart, at 2: Leasehold Shop Premises and Leasehold Ground-rents (see advertisement, May 2, p. v.).

May 26.—Messrs. Montagu Holmes & Sons, at the Queen's Hotel, Reading, at 3: Freehold Ground-rents (see advertisement, May 16, back page).

May 27.—Messrs. Trollope, at the Mart, at 1: Freehold Mansion (see advertisement, May 9, back page).

May 28.—Mr. Cheffins, at the Mart, at 1: Residential Estate (see advertisement, May 16, p. iii.).

Result of Sale.

REVERSIONS.

Messrs. H. E. Foster & Cranfield held their usual Fortnightly Sale (No. 839) of the above-named Interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were Sold at the prices named, the total amount realised being £12,250:—

REVERSIONS:	£
To £29,875 Consols ... ... Sold	10,650
To £575 .. .. ,,	315
To One-eighth of £9,600 ... ... ,,	460
ABSOLUTE REVERSION to £1,400 ... ... ,,	825

Winding-up Notices.

London Gazette.—Friday, May 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Blackrod Manufacturing Co, Limited—Petn for winding up, presented May 14, directed to be heard at the Assize Courts, Strangeways, Manchester, May 25, at 10.30. Boote & Co, Manchester, solors for petners. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of May 23

British Machine Bottle Co, Limited—Petn for winding up, presented May 13, directed to be heard on May 26. Walker & Rowe, Union ct, Old Broad st, for Ratcliffe & Co, Bradford, solors for petner. Notice of appearing must reach Walker & Rowe not later than 6 o'clock in the afternoon of May 25

Cambrian Lubricants, Limited—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to David Roberts, 19, Heathfield st, Swansea, liquidator

Esme Collings (Hove), Limited—Creditors are required, on or before June 13, to send their names and addresses, and particulars of their debts or claims, to Geo. E. Sumner, 41, Poland st, liquidator

Fundicion Templeman, Limited—Creditors are required, on or before Aug 18, to send their names and addresses, and the particulars of their debts or claims, to Joseph Gurney Fowler, 3, Frederick's pl, Old Jewry, Waterhouse & Co, Coranull, solors to liquidator

Gold Coast Stores, Limited—Creditors are required on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln, liquidator

Helis Cell and Accumulator Co, Limited—Petn for winding up, presented May 8, directed to be heard May 26. Grant, Angel ct, Throgmorton st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

Henderson's Transvaal Estates, Limited (in Liquidation)—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to James Durie Pattullo, 65, London wall. Ashurst & Co, Throgmorton av, solors for liquidator

J. W. Lill & Sons, Limited—Petn for winding up, presented May 9, directed to be heard May 26. Redfern & Hunt, Abchurch ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

Port Talbot Patent Brick Co, Limited—Creditors are required, on or before May 22, to send their names and addresses, with particulars of their debts or claims, to David Roberts, 19, Heathfield st, Swansea, liquidator

Rogers Smith & Co, Limited—Creditors are required, on or before June 5, to send their names and addresses, and particulars of their debts or claims, to William Stenton Gibbon, 40, Brazennose st, Manchester. Sidebotham & Sidebotham, Manchester, solors for liquidator

Shropshire, Worcestershire, and Staffordshire Syndicate, Limited—Creditors are required, on or before June 9, to send their names and addresses, and particulars of their debts or claims, to John Fullarton Beatson, 83, Gracechurch st, liquidator

Shuttleworth's Supply Stores, Limited—Creditors are requested, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to Percy Pemberton, 7, Greek st, Leeds. Clarke & Co, Leeds, solors for liquidator

T. I. Syndicate, Limited—Petn for winding up, presented May 5, directed to be heard on May 26 at 11. Cornish, Liverpool, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 25

Tombs, Limited—Petn for winding up, presented May 7, directed to be heard at Court House, Pilgrim st, Birkenhead, on June 2. Read & Brown, Lord st, Liverpool, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 1

UNLIMITED IN CHANCERY.

Royal Agricultural College—Petn for winding up, presented May 11, directed to be heard on May 26. Le Brasseur & Oakley, Carey st, Lincoln's inn, for Haygarth, Cirencester, solor for petners. Notice of appearing must reach Le Brasseur & Oakley not later than 6 o'clock in the afternoon of May 25

London Gazette.—Tuesday, May 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Albion (Transvaal) Gold Mines, Limited (in Voluntary Liquidation)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of debts or claims, to R. M. Harris, 18, Bishopsgate st Within, liquidator

Enfield Autocar Co, Limited (in Liquidation)—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to Theodore David Neale, 110, Edmund st, Birmingham. Tunbridge & Co, Birmingham, solors for liquidator

Herbert Plumpton, Limited—Petn for winding up, presented May 11, directed to be heard at the County Court of Lancashire, Warrington, on May 28. Jeans & Son, Warrington, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 27

London Share and Debenture Co, Limited—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to J. W. Bryan, Balfour House, Finsbury pvmt, liquidator

Phenosol, Limited—Creditors are required, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to J. Travers Davies, 12, Prussia st, Liverpool, liquidator

Titan Soap, Limited—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Isaac Edwin Barlow 21, King st, Warrington, liquidator

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—Tuesday, May 12.

Allday, Anna, Upper Parkstone, Dorset June 16 Guillaume & Sons, Bournemouth

Batty, Ernest Oswald, Melbourne, Victoria, Australia July 31 Lamb & Co, Liverpool

Bell, Rebecca, Starbeck, nr Harrogate May 30 Reader, Harrogate

Bentham, Anne, Heysham, Lancs June 8 Thompson & Co, Lancaster

Bentley, Rev Samuel, MA, Torquay June 30 Hooper & Clarke, Worcester

Blaker, Jane Fanny, Hurstpierpoint June 15 Howlett & Clarke, Brighton

Burden, William, Charlbury, Oxford, Builder June 25 Wilkins & Toy, Chipping Norton

Burrough, James, Park av, Wood Green, Solicitor June 19 Rollit & Son, Mincing la

Cholmley, Florence, Maria Caroline, Cadogan sq May 31 Fladgate & Co, Craig's ct, Charing Cross

Clitheroe, Jane, Preston, Lancs May 30 Craven & Son, Preston

Conder, Mary, Ryde, I of W June 13 Braikenridge & Edwards, Bartlett's bldgs

Cornwall, Thomas, Liverpool June 10 Kent & Holrovd, Liverpool

Crossland, Thomas, Ashton under Lyne, Pianoforte Dealer May 22 Pownall, Ashton under Lyne

Davage, George Frederick, Conduit st, Holborn June 18 Hale, Theobald's rd

Foulis, Reginald John Liston, Curry Rivel, Somerset June 1 Carne-Hill & Webb, Langport, Somerset

Greene, William Warren Hastings, Dryburgh rd, Putney, Solicitor's Clerk June 24 Hyman & Co, Basinghall st

Hallam, Ann, Nottingham June 30 Berryman & Snook, Nottingham

Harrowsmith, Isabella, Scarborough June 19 Hick & Son, Scarborough

Haslock, John Bird, Crewkerne June 20 Saunders, Crewkerne

Hemsley, William, Wadhurst, Sussex May 29 Buss, Tunbridge Wells

Henderson, Jane, Dinnington, Northumberland June 29 Wilkinson & Marshall, Newcastle upon Tyne

Hinton, Charles John, Reading June 24 Brain & Brain, Reading

Hinton, Sarah Sophia, Reading June 24 Brain & Brain, Reading

Holden, John Francis, Preston May 21 Holden, Preston

Howe, John Edward Blackburn, Brighouse June 9 Pickles, Halifax

Hudden, George Latham, Birkdale, Southport, Lancs, Cigar Manufacturer June 20 Press & Press, Bristol

Hulford, Henry, Goodrich rd, East Dulwich June 8 Donaldson, Bloomsbury pl

Lambert, Sarah, Milton under Wychwood, Oxford June 20 Wilkins & Toy, Chipping Norton

Leete, Thomas Adolphus, Manchester, Paper Merchant June 24 Boote & Co, Manchester

Morgan, Francis, Nottingham June 9 Fraser & Son, Nottingham

Newbery, Emma Ann, Clifton, Bristol June 9 Tuckey & Clifton, Bristol

Novesbe, Robert Alexander, Aberdeen rd, Highbury June 10 Ellen, Chancery la

O'Neill, Helena, Duke's la, Kensington June 13 Jacob, Lincoln's inn fields

Osborne, Robert, Wellington rd, St John's Wood June 2 Young & Co, Laurence Pountney hill, Cannon st

Owen, Annie Elizabeth, Wrexham June 25 Pierce, Wrexham

Parnell, Thomas Augustus, Clitheroe, Lancs June 22 Brain & Brain, Reading

Pearce, Sir William George, Chilton Lodge, Berks June 24 Stibbard & Co, Leadenhall st

Pritchit, John, The Grove, Ealing June 20 Myott, Newcastle-under-Lyme.

Raymond, Thomas, Hove, Sussex June 24 Witham & Co, Gray's inn sq

Robinson, George, Rowley Regis, Staffs, Boat Steerer June 13 Davies, Netherton, Dudley

Roe, Kate, Audley mans, Mount st June 15 Nicholson & Crouch, Surrey st, Strand

Rouse, John, Covent Garden Market, Salesman June 7 Button & Co, Henrietta st, Covent Garden

Smith, Rebecca, Chesham st, Eaton pl June 29 Anning & Co, Cheapside

Smith, William Robinson, South Shields June 10 Rennoldson, South Shields

Souhami, Alphonse Abraham, Greencroft gdns, Hampstead, Veneer Merchant June 30 Benjamin & Cohen, College hill, Cannon st

Stacey, Thomas, Swadlincote, Derby, Ironfounder May 31 Timms, Swadlincote

Withey, John, Birmingham, Cider Merchant June 15 Powell & Browett, Birmingham

Yardley, Fanny, Oldham June 15 Holroyd, Oldham

Bankruptcy Notices.

London Gazette.—Friday, May 15.

RECEIVING ORDERS.

Ayres, Charles James, Knaresborough, Yorks, Jeweller York Pet May 11 Ord May 11

Arnold, Henry, St George, Bristol Bristol Pet May 11 Ord May 11

Barmby, Timothy, West End, South Cave, Yorks Kingston upon Hull Pet May 13 Ord May 13

Bennett, Alfred William, Leeds, Electrical Engineer Leeds Pet May 12 Ord May 12

Burgess, William Edwin, Luton, Straw Hat Manufacturer Luton Pet May 11 Ord May 11

Burgh, John Thomas, Morpeth, Northumberland, Licensed Victualler Newcastle upon Tyne Pet May 11 Ord May 11

Carpenter, Joseph, Stourbridge, Worcester, Bootmaker Stourbridge Pet May 11 Ord May 11

Chandler, Frederick Louis, Ramsgate, Baker Canterbury Pet May 11 Ord May 11

Clarke, Frederick Henry, Union st, Old Broad st, South African Merchant High Court Pet April 13 Ord May 12

Cook, Robert, Heaton, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet April 27 Ord May 12

Corby, Mary Ann, and George William Corby, Cottesmore, Rutland, Bakers Leicester Pet May 13 Ord May 13

Dymond, Samuel, and Alfred Henry Chard, Bristol, Millers Bristol Pet May 11 Ord May 11

Edgar, Edward James, Newport, IW, Dealer in Hearthstone Newport and Ryde Pet May 11 Ord May 11

English, Edward, Huddersfield, Painter Huddersfield Pet May 11 Ord May 11

Eynon, Frederick James, Aberdare, Glam, Licensed Victualler Aberdare Pet May 13 Ord May 13

Fletcher, Joseph, Dore, Derby, Joiner Sheffield Pet May 12 Ord May 12

Greenwood, Edmund, Earby, Yorks, Yarn Agent Bradford Pet May 13 Ord May 13

Griffiths, Thomas, and Isaac Griffiths, Birmingham, Bakers Birmingham Pet May 12 Ord May 12

Hardware, Henry, Nuneaton, Warwick, Piano Tuner Coventry Pet May 13 Ord May 13

Harris Arthur James, and Robert Sellen, Cardiff, Wallpaper Merchants Cardiff Pet May 11 Ord May 11

Horner, John, Leeds, Master Builder Leeds Pet May 8 Ord May 11

Horspool, Joel, Doughty st, Russell sq, Teacher of Singing High Court Pet April 13 Ord May 8

Jackson, John Thomas, and Harry Kassell, Castleford, Yorks, Plumbers Wakefield Pet May 12 Ord May 12

Kaiser, Abraham, Fremont st, Hackney High Court Pet April 7 Ord May 8

Kelsey, Harry, Sheffield, Wallpaper Merchant Sheffield Pet May 13 Ord May 13

Lewis, Joshua James, Aberystwyth, Butcher Aberystwyth Pet May 13 Ord May 13

Male, Frederick William, Halesowen, Worcester, Builder Stourbridge Pet May 7 Ord May 7

Masters, Owen, Red Lion ct, Fleet st, Journalist High Court Pet April 1 Ord May 13

Miller, Louisa May, Coventry, Clothier Coventry Pet May 13 Ord May 13

Mumford, Thomas Watts, Hastings, Lodging House Keeper Hastings Pet May 12 Ord May 12

Page, Alfred Josiah, Wingham, Kent, Butcher Canterbury Pet May 12 Ord May 12

Peppiette, James Albert, Yardley, Worcester, Baker Birmingham Pet May 12 Ord May 12

Phillips, John Howell, Whitland, Llangan, Carmarthen, Butcher Pembroke Dock Pet May 13 Ord May 13

Pike, William, Bristol, Boot Maker Bristol Pet May 11 Ord May 11

RADLEY, ALBERT GEORGE, Easton in Gordano, Somerset, Insurance Broker Bristol Pet May 11 Ord May 11
RIPPINGHAM, CHRISTOPHER, Handsworth, Birmingham, Grocer Birmingham Pet April 27 Ord May 9
SEDDON, CLARENCE, Whiston, nr Prescot, Lancs, Baker Liverpool Pet May 11 Ord May 11
SMITH, GEORGE ARTHUR, Alderley Edge, Chester, Assistant Manager Manchester Pet May 11 Ord May 11
SOPER, HENRY FELIX, Salisbury, Stone Mason Salisbury Pet May 12 Ord May 12
THOMAS, HENRY THOMAS, Neston, Cheshire, Builder Birkenhead Pet April 25 Ord May 11
THOMAS, RALPH WINTER, Bristol, Photographic Dealer Bristol Pet May 13 Ord May 13
THWAITES, JOHN AUSTIN, Headingley, Ironmonger Leeds Pet May 11 Ord May 11
TRIGG, RICHARD, Sheffield, Furniture Dealer Sheffield Pet May 12 Ord May 12
WARD, CHARLES, Sheffield, Fried Fish Dealer Sheffield Pet May 11 Ord May 11
WARD, WILLIAM HOLMES, Crayke, Yorks York Pet May 13 Ord May 13
WILLIAMS, DAVID CHARLES, Llanwrtyd Wells, Brecknock, Grocer Newtown Pet May 11 Ord May 11
WILLIAMS, WILLIAM, Ferndale, Glam, Colliery Fireman Pontypridd Pet May 13 Ord May 13
WINTER, ELIZABETH AMELIA, Midhurst, Sussex Brighton Pet March 12 Ord May 11
WISE, ARTHUR, New Brislington, Bristol, Compositor Bristol Pet May 13 Ord May 13
WRAGG, WILLIAM, Mirfield, Yorks, Farmer Dewsbury Pet May 12 Ord May 12
Amended notice substituted for that published in the London Gazette of April 14:
COOKE, JOHN, Worcester, Mail Cart Contractor Worcester Pet March 30 Ord April 11
Amended notice substituted for that published in the London Gazette of May 12:
MANNING, STEPHEN, Barnack, Northampton, Blacksmith Peterborough Pet April 28 Ord May 9

FIRST MEETINGS.

AITKEN, CHARLES JAMES, Knaresborough, Jeweller May 28 at 3 Off Rec, The Red House, Duncombe pl, York
BENNETT, ALFRED WILLIAM, Leeds, Electrical Engineer May 25 at 12 Off Rec, 24, Bond st, Leeds
BERRY, ARTHUR MELBOURNE, Kendal, Westmorland May 23 at 11 Commercial Hotel, Kendal
BOWDIDGE, JAMES, Kingston on Thames, Restaurant Keeper May 25 at 11.30 132, York rd, Westminster Bridge
BURGH, JOHN THOMAS, Morpeth, Northumberland, Licensed Victualler May 23 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne
BURTON, HORACE ABEL, Litcham, Norfolk, General Dealer May 23 at 12 Off Rec, 8, King st, Norwich
CLARKE, FREDERICK HENRY, Union ct, Old Broad st, South African Merchant May 26 at 11 Bankruptcy bldgs, Carey st
COOK, ROBERT, Heaton, Newcastle on Tyne, Provision Dealer May 23 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
COPPIN, THOMAS LINSELL, Chadwell Heath, Essex, Farmer May 25 at 12 14, Bedford row
DILKS, ALBERT CHARLES HENRY, Worksop, Leather Dealer May 27 at 12 Off Rec, Figtree ln, Sheffield
EDGAR, EDWARD JAMES, Newport, I of W, Dealer in Hearthstone May 23 at 12.30 Off Rec, 33A, Holyrood st, Newport, I of W
FIELD, FREDERICK, Midland Brent ter, Claremont rd, Cricklewood, Grocer May 28 at 12 14, Bedford row
HILL, THOMAS, Shifnal, Salop, Grocer May 23 at 12 Off Rec, 22, Swan hill, Shrewsbury
HILLYER, BERNARD LABOUCHERE, Barcombe, Sussex. May 27 at 2 County Court Offices, High st, Lewes
HORNER, JOHN, Leeds, Master Builder May 25 at 11 Off Rec, 24, Bond st, Leeds
HORSUNG, JOHN WILLIAM, Middlesbrough, Skin Dresser May 26 at 11 Off Rec, 8, Albert rd, Middlesbrough
HORSPOOL, JOEL, Doughty st, Russell sq, Teacher of Singing May 25 at 11 Bankruptcy bldgs, Carey st
HUGHES, JAMES THOMAS, Wolverhampton, Contractor May 26 at 11 Off Rec, Wolverhampton
HUTCHINSON, WILLIAM, Wimblington, Cambridge, Carpenter May 23 at 2 The Griffin Hotel, March
JENSEN, CARL CHRISTIAN, Doncaster, Grocer May 27 at 12 30 Off Rec, Figtree ln, Sheffield
KAISER, ABRAHAM, Fremont st, South Hackney May 25 at 12 Bankruptcy bldgs, Carey st
KNIGHT, JOHN, Gertrude st, King's rd, Chelsea, Builder May 26 at 12 Bankruptcy bldgs, Carey st
MALE, FREDERICK WILLIAM, Hill, Halesowen, Worcester, Builder May 25 at 11 Off Rec, 199, Wolverhampton st, Dudley
MUNNS, ROBERT GEORGE, Eaton, Norwich, Builder May 25 at 12.30 Off Rec, 8, King st, Norwich
ONION, WALTER, and FRANCIS THOMAS, Loughborough, Cycle Agents May 25 at 12 Off Rec, 1, Berridge st, Leicester
PAGE, ALFRED JOSIAH, Wingham, Kent, Butcher May 23 at 11 Off Rec, 68A, Castle st, Canterbury
PEPPER, FREDERICK, Shirebrook, Derby, Baker May 25 at 2.30 Off Rec, 4, Castle st, Park st, Nottingham
PHILLIPS, JOHN, Gt Mongeham, nr Deal, Carpenter May 28 at 9.15 Off Rec, 68A, Castle st, Canterbury
SADLER, CHARLES, Newent, Glos, Coal Agent May 23 at 12 Off Rec, Station rd, Gloucester
SHORE, HEDLEY, Sutton in Ashfield, Notts, Furniture Dealer May 26 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, GEORGE ARTHUR, Alderley Edge, Cheshire, Assistant Manager May 23 at 11 Off Rec, Byrom st, Manchester
TABOR, EDWARD, Cambridge, Contractor May 25 at 12 Senior Off Rec, 14, Bedford row
THWAITES, JOHN AUSTIN, Headingley, Leeds, Ironmonger May 25 at 11.30 Off Rec, 24, Bond st, Leeds
TUSTIN, GEORGE EDWARD, Wolverhampton, Confectioner May 24 at 11.30 Off Rec, Wolverhampton
WARD, CHARLES, Sheffield, Fried Fish Dealer May 27 at 1 Off Rec, Figtree ln, Sheffield
WARD, WILLIAM HOLMES, Riccall, Yorks May 28 at 3.30 Off Rec, the Red House, Duncombe pl, York
WARNER, ERNEST, Gt Grimsby May 23 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
WHERLOCK, WALTER, Bromsgrove, Farmer May 25 at 12 Off Rec, 11, Copenhagen st, Worcester
WILLIAMS, WILLIAM, Ferndale, Glam, Colliery Fireman May 23 at 11 Off Rec, Post Office chmbrs, Pontypridd
WINTER, ELIZABETH AMELIA, Easebourne, Midhurst, Sussex May 28 at 3 Off Rec, 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

ABRAHAMS, HARRIS, and MORRIS KAISER, Artillery ln, Bishopsgate, Fish Curers High Court Pet April 4 Ord May 9
AITKEN, CHARLES JAMES, Knaresborough, Yorks, Jeweller York Pet May 11 Ord May 11
ARNOLD, HENRY, St George, Bristol Bristol Pet May 11 Ord May 11
BARMBY, TIMOTHY, South Cave, Yorks, Farmer Kingston upon Hull Pet May 13 Ord May 13
BENNETT, ALFRED WILLIAM, Leeds, Electrical Engineer Leeds Pet May 12 Ord May 12
BURGESS, WILLIAM EDWIN, Luton, Straw Hat Manufacturer Luton Pet May 11 Ord May 11
BURGH, JOHN THOMAS, Morpeth, Northumberland, Licensed Victualler Newcastle on Tyne Pet May 11 Ord May 11
CARPENTER, JOSEPH, Stourbridge, Worcester, Boot Maker Stourbridge Pet May 11 Ord May 11
CHANDLER, FREDERICK LOUIS, Ramsgate, Baker Canterbury Pet May 11 Ord May 11
CHIVERS, RICHARD HENRY, Balham Wandsworth Pet March 31 Ord May 12
CORBY, MARY ANN, and GEORGE WILLIAM CORBY, Cottesmore, Rutland, Bakers Leicester Pet May 13 Ord May 13
DAKHYL, HANNA NASSIF, Holland rd, Kensington, Doctor High Court Pet March 31 Ord May 11
DUNN, ARTHUR GIBSON, Lichfield, Staffs Walsall Pet March 14 Ord May 9
EDGAR, EDWARD JAMES, Newport, I of W, Dealer in Hearthstone Newport and Ryde Pet May 11 Ord May 11
ENGLISH, EDWARD, Huddersfield, Painter Huddersfield Pet May 11 Ord May 11
EYNON, FREDERICK JAMES, Aberdare, Licensed Victualler Aberdare Pet May 13 Ord May 13
FIELD, FREDERICK, Cricklewood, Grocer St Albans Pet May 7 Ord May 12
FISHER, THOMAS WALLACE, Barrow in Furness, Butcher Barrow in Furness Pet May 4 Ord May 12
FLETCHER, JOSEPH, Dore, Derby, Joiner Sheffield Pet May 12 Ord May 12
GREENWOOD, EDMUND, Barrowford, Lancs, Yarn Agent Bradford Pet May 13 Ord May 13
GRIFFITHS, SAMUEL JAMES, Old Jewry High Court Pet Feb 27 Ord May 8
GRIFFITHS, THOMAS, and ISAAC GRIFFITHS, Birmingham, Bakers Birmingham Pet May 12 Ord May 12
HARDWARE, HENRY, Nuneaton, Warwick, Piano Tuner Coventry Pet May 13 Ord May 13
HARRIS, ARTHUR JAMES, and ROBERT SELLEN, Cardiff, Paint Merchants Cardiff Pet May 11 Ord May 11
HOLBROUGH, CHARLES, Small Heath, Birmingham, Fruiterer Birmingham Pet May 5 Ord May 11
JACKSON, GEORGE, Birkenhead, Plumber Wigan Pet April 4 Pet May 12
JACKSON, JOHN THOMAS, and HARRY KASSALL, Castleford, Yorks, Plumbers Wakefield Pet May 12 Ord May 12
KELSEY, HARRY, Sheffield, Wallpaper Merchant Sheffield Pet May 13 Ord May 13
KLEMANTASKI, SIGISMUND, Tanza rd, Hampstead, Russian Merchant High Court Pet March 30 Ord May 12
MALE, FREDERICK WILLIAM, Halesowen, Worcester, Builder Stourbridge Pet May 7 Ord May 7
MANNING, STEPHEN, Barnack, Northampton, Blacksmith Peterborough Pet April 28 Ord May 12
MANSFIELD, JAMES, Judd st, Euston rd, Carman High Court Pet April 10 Ord May 13
MILLER, LOUISA MAY, Coventry, Clothier Coventry Pet May 13 Ord May 13
MUMFORD, THOMAS WATTS, Hastings, Lodging House Keeper Hastings Pet May 12 Ord May 12
PAGE, ALFRED JOSIAH, Wingham, Kent, Butcher Canterbury Pet May 12 Ord May 12
PHILL, JEREMIAH THOS, Leeds, Insurance Inspector Leeds Pet April 4 Ord May 13
PEPPERTH, JAMES ALBERT, Yardley, Worcester, Baker Birmingham Pet May 12 Ord May 12
PHILLIPS, JOHN HOWELL, Llangan, Carmarthen, Butcher Pembroke Dock Pet May 13 Ord May 13
PIKE, WILLIAM, St George, Bristol, Bootmaker Bristol Pet May 11 Ord May 11
RADLEY, ALBERT GEORGE, Easton in Gordano, Somerset Insurance Broker Bristol Pet May 11 Ord May 11
RIPPINGHAM, CHRISTOPHER, Handsworth, Grocer Birmingham Pet April 27 Ord May 12
ROBERTS, WALTER JOHN, Leicester sq High Court Pet March 4 Ord May 7
SADLER, CHARLES, Newent, Glos, Coal Agent Gloucester Pet April 24 Ord May 13
SEDDON, CLARENCE, Whiston, nr Prescot, Lancs, Baker Liverpool Pet May 11 Ord May 11
SMITH, GEORGE ARTHUR, Alderley Edge, Chester, Assistant Manager Manchester Pet May 11 Ord May 11
SMITH, WILLIAM CHARLES, Hampstead rd, Boot Dealer High Court Pet April 11 Ord May 9
SOPER, HENRY FELIX, Salisbury, Stone Mason Salisbury Salisbury Pet May 12 Ord May 12
SOPER, SAMUEL HENRY, Brighton, Silk Mercer Brighton Pet April 6 Ord May 13
THOMAS, RALPH WINTER, St Andrew's Park, Bristol, Photographic Dealer Bristol Pet May 13 Ord May 13
THWAITES, JOHN AUSTIN, Headingley, Leeds, Ironmonger Leeds Pet May 11 Ord May 11
TRIGG, RICHARD, Sheffield, Furniture Dealer Sheffield Pet May 12 Ord May 12
WARD, CHARLES, Sheffield, Fried Fish Dealer Sheffield Pet May 11 Ord May 11
WARD, WILLIAM HOLMES, Riccall, Yorks York Pet May 13 Ord May 13
WILLIAMS, DAVID CHARLES, Llanwrtyd Wells, Brecknock, Grocer Newtown Pet May 11 Ord May 11
WILLIAMS, WILLIAM, Ferndale, Glam. Colliery Fireman Pontypridd Pet May 13 Ord May 13
WISE, ARTHUR, New Brislington, Bristol, Compositor Bristol Pet May 13 Ord May 13
WRAGG, WILLIAM, Crossley, Mirfield, Yorks, Farmer Dewsbury Pet May 12 Ord May 12
YOUNG, FREDERICK DAVID, Hanover sq, Tailor High Court Pet April 1 Ord May 13
Amended notice substituted for that published in the London Gazette of May 8:
ALEXANDER, JOHN WATSON, Long ln, Aldersgate st, Picture Postcard Dealer High Court Pet Oct 21 Ord May 1

ADJUDICATION ANNULLED.

DONCASTER, ANNIE JANE, Newark upon Trent, Boarding house Keeper Nottingham Adjud Aug 14, 1906 Annul April 24, 1908

London Gazette,—TUESDAY, May 19.

RECEIVING ORDERS.

ALDRED, JOSEPH ALLEN, Holbeck, Leeds, Fishmonger Leeds Pet May 13 Ord May 13

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for Inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

BARTLETT, ERNEST GEORGE, Leeds, Painter Leeds Pet April 16 Ord May 15

BATHEW, ERNEST, Warrington, Tobacco Merchant Warrington Pet April 2 Ord May 15

BENNETT, HERBERT EDGAR, Brighton, China Dealer Brighton Pet May 16 Ord May 16

BODILL, ADOLPHUS, New Brighton, Cheshire, Commission Agent Birkenhead Pet May 14 Ord May 14

BUTLER, JOHN, Bangor, Carter Bangor Pet May 14 Ord May 14

CALLCOT, JOHN HOPE, Vesta rd, Brockley, Engineer High Court Pet April 9 Ord May 7

CARTER, WILLIAM, Ash, Kent, Baker Canterbury Pet May 16 Ord May 16

CHASTON, HARRY, New King's rd, Fulham, Gas Inspector High Court Pet May 16 Ord May 16

DAVIES, JOHN, Blaenau Festiniog, Merioneth, Confectioner Portmadoc Pet May 14 Ord May 14

DOWDING, ALFRED, Chorley, Lancs, Grocer Bolton Pet May 16 Ord May 16

EMBLING, FRANCIS, Portsmouth, Confectioner Portsmouth Pet May 13 Ord May 13

GOLDSPINK, WILLIAM, Attleborough, Norfolk, Butcher Norwich Pet May 15 Ord May 15

GRESHAM, ERNEST ALBERT, Leeds, Commercial Traveller Leeds Pet May 15 Ord May 15

HADLEY, HENRY THOMAS, Smethwick, Staffs, Baker West Bromwich Pet May 14 Ord May 14

HAIR, WILLIAM MCGAVIN, Leigh on Sea, Essex, Merchant's Clerk Chelmsford Pet May 14 Ord May 14

HARRIS, CHARLES ALBERT, Derby, Draper Derby Pet May 14 Ord May 14

HUGHES, HUGH, Berthengam, Trelogan, nr Holywell, Flint, Builder Chester Pet May 14 Ord May 14

JACKS, JONATHAN, Ipswich, Blacksmith Ipswich Pet May 16 Ord May 16

JACKSON, JOHN, Horsforth, Guiseley, Yorks, Painter Leeds Pet May 13 Ord May 13

JONES, DAVID, Bronfynwent, Bronant, Lledrod, Cardigan, Farmer Aberystwyth Pet May 13 Ord May 13

LEE, JOSEPH, Birdholme, nr Chesterfield Chesterfield Pet May 16 Ord May 16

MADELOFF, MARKS, Leeds, Cabinet Maker Leeds Pet May 11 Ord May 15

MORRIS, DAVID JOHN, Carmarthen, Woollen Manufacturer Carmarthen Pet May 15 Ord May 15

MORRIS, WILLIAM JOHN, Hunslet, Leeds, Labourer Leeds Pet May 15 Ord May 15

PITHIE, THOMAS, Leeds, Plumber Leeds Pet May 13 Ord May 13

PLACKETT, HENRY, Draycott, Derby, Coal Dealer Derby Pet May 14 Ord May 14

REAVELEY, GEORGE HENRY, Gainsborough, Wholesale Confectioner Lincoln Pet May 15 Ord May 15

SCRIVEN, GEORGE, Stafford, Baker Stafford Pet May 13 Ord May 13

SMITH, HENRY, Sparkbrook, Birmingham, Baker Birmingham Pet May 15 Ord May 15

SMITH, JOHN, Ipswich Ipswich Pet May 15 Ord May 15

THOMAS, FRED, Jubilee Market, Covent gdn, Market Gardener High Court Pet April 24 Ord May 14

TURNER, WINIFRED ELIZABETH, Bournemouth, Professional Nurse Poole Pet May 16 Ord May 16

VAUGHAN, JAMES ATKINSON, Shelf, nr Halifax, Fruit Salesman Bradford Pet May 15 Ord May 15

WALKER, LOUISA, Aber, Carnarvon, Licensed Victualler Bangor Pet May 5 Ord May 15

WALLEN, ALFRED DOLLAND, Worcester Park, Clerk Croydon Pet May 14 Ord May 14

WARD, WILLIAM JAMES, Penarth, Glam, Journalist Cardiff Pet May 14 Ord May 14

WHITEHOUSE, CHARLES ANDERSON, Moseley, Worcester, Secretary Dudley Pet April 30 Ord May 14

WILKINS, DANIEL THOMAS, Pontypridd, Glam, Fitter Pontypridd Pet May 14 Ord May 14

WILLIAMS, EVAN RICHARD, Talley, Llandilo, Carmarthen, Blacksmith Carmarthen Pet May 16 Ord May 16

WITHERS, ERNEST EDWIN, Exeter, Butcher Exeter Pet May 14 Ord May 14

WOLPENDEN, JOHN PROCTER, Crosshills, nr Keighley, Yorks, Farmer Bradford Pet May 16 Ord May 16

FIRST MEETINGS.

ALDRED, JOSEPH ALLEN, Holbeck, Leeds, Fishmonger May 27 at 12 Off Rec, 24, Bond st, Leeds

BARMBY, TIMOTHY, West End, South Cave, Yorks, Farmer May 27 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

BERRY, HENRY, Congleton, Cheshire, Licensed Victualler May 29 at 11 Off Rec, 23, King Edward st, Macclesfield

BURGESS, WILLIAM EDWIN, Luton, Straw Hat Manufacturer May 28 at 12.15 Off Rec, Bridge st, Northampton

CARPENTER, JOSEPH, Stourbridge, Bootmaker May 27 at 11 Off Rec, 199, Wolverhampton st, Dudley

CHASTON, HARRY, New King's rd, Fulham, Gas Inspector May 29 at 12 Bankruptcy bldgs, Carey st

CORBY, MARY ANN, and GEORGE WILLIAM CORBY, Cottesmore, Rutland, Bakers May 27 at 12 Off Rec, 1, Berridge st, Leicester

DANIELS, ALLEN, Hazel Grove, Cheshire, Fruiterer May 27 at 11 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

DYMOND, SAMUEL, and ALFRED HENRY CHARD, Bristol, Millers May 27 at 12 Off Rec, 26, Baldwin st, Bristol

ENGLISH, EDWARD, Huddersfield, Painter May 28 at 2 The Huddersfield Incorporated Law Society's Room, Imperial Arcade, New st, Huddersfield

ENNOR, JOHN, jun, Newquay, Cornwall, Surveyor May 28 at 12 Off Rec, Boscawen st, Truro

EYNON, FREDERICK JAMES, Aberdare, Glam, Licensed Victualler May 29 at 2.30 Off Rec, County Court, Town Hall, Merthyr Tydfil

GOLDSPINK, WILLIAM, Attleborough, Norfolk, Butcher May 30 at 12.30 Off Rec, 8, King st, Norwich

GREENWOOD, EDMUND, Earby, Yorks, Yarn Agent May 29 at 11 Off Rec, Byrom st, Manchester

GRESHAM, ERNEST ALBERT, Leeds, Commercial Traveller May 28 at 11 Off Rec, 24, Bond st, Leeds

HARDWARE, HENRY, Nuneaton, Warwick, Piano Tuner May 27 at 11 8, High st, Coventry

HARNOT, JAMES, Chester, Provision Merchant May 27 at 12 Crypt chmbrs, Eastgate row, Chester

HIRST, JOHN, sen, and JOHN HIRST, jun, Derby, Tobacconists May 27 at 11 Off Rec, 47, Full st, Derby

JACKSON, JOHN, Guiseley, Yorks, Painter May 27 at 11.30 Off Rec, 24, Bond st, Leeds

JACKSON, JOHN THOMAS, and HARRY KASSELL, Castleford, Yorks, Plumbers May 27 at 11 Off Rec, 6, Bond ter, Wakefield

JESSOP, ALFRED AUSTIN, and JOHN CHARLES JACKSON, Kettering, Northampton, Shoe Manufacturers May 29 at 2.30 The Royal Hotel, Kettering

JONES, MARY ANN, Stockport May 27 at 11.30 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

KELSEY, HARRY, Sheffield, Wallpaper Merchant May 27 at 11.30 Off Rec, Figtree ln, Sheffield

MASTERS, OWEN, Red Lion ct, Fleet st, Journalist May 27 at 12 Bankruptcy bldgs, Carey st

MERRY, THOMAS, Northampton, Auctioneer June 1 at 11.30 Franklin's Hotel, Guildhall rd, Northampton

MILLER, LOUISA MAY, Coventry, Clothier May 27 at 3 8, High st, Coventry

MORRIS, WILLIAM JOHN, Hunslet, Leeds, Chemical Works Labourer May 27 at 12.30 Off Rec, 24, Bond st, Leeds

NEEDHAM, EDWIN, Handsworth, Commercial Traveller May 27 at 11.30 191, Corporation st, Birmingham

OWENS, OWEN, Glanrafon Farm, Llanrug, Carnarvon, Farmer May 27 at 11.30 Crypt chmbrs, Eastgate row, Chester

PIKE, WILLIAM, St George, Bristol, Boot Maker May 27 at 11.45 Off Rec, 26, Baldwin st, Bristol

PITHIE, THOMAS, Leeds, Plumber May 27 at 11 Off Rec, 24, Bond st, Leeds

RIPPINGHAM, CHRISTOPHER, Handsworth, Grocer May 28 at 11.30 191, Corporation st, Birmingham

SEDDON, CLARENCE, Whiston, nr Prescot, Lancs, Baker May 27 at 11 Off Rec, 35, Victoria st, Liverpool

SOPER, HENRY FELICE, Salisbury, Stone Mason May 28 at 2.30 Off Rec, City chmbrs, Catherine st, Salisbury

STEVENS, SYDNEY, Redfield, St Matthew, Bristol, Commercial Traveller May 27 at 11.30 Off Rec, 26, Baldwin st, Bristol

THOMAS, FRED, Jubilee Market, Covent gdn, Market Gardener May 28 at 12 Bankruptcy bldgs, Carey st

THOMAS, RALPH WINTER, Bristol, Photographic Dealer May 27 at 12.30 Off Rec, 26, Baldwin st, Bristol

TRIGG, RICHARD, Sheffield, Furniture Dealer May 27 at 11 Off Rec, Figtree ln, Sheffield

VAUGHAN, JAMES ATKINSON, Shelf, nr Halifax, Fruit Salesman May 28 at 11 Off Rec, 12, Duke st, Bradford

ALLEN, ALFRED DOLLOND, Worcester Park, Surrey, Clerk May 27 at 12 132, York rd, Westminster Bridge

WHITEHOUSE, CHARLES ANDERSON, Moseley, Worcester, Secretary June 3 at 10 Off Rec, 199, Wolverhampton st, Dudley

WILKINS, DANIEL THOMAS, Pontypridd, Fitter May 29 at 10.30 Off Rec, Post Office chmbrs, Pontypridd

WILLIAMS, DAVID CHARLES, Llanwrtyd, Wells, Brecknock, Grocer June 4 at 10.30 1, High st, Newtown

WITHERS, ERNEST EDWIN, Exeter, Butcher May 28 at 10.30 Off Rec, 9, Bedford circus, Exeter

WRAGG, WILLIAM, Crossley, Mirfield, Yorks, Farmer May 29 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury

WYATT, CHARLES, Modbury, Devon, Licensed Victualler May 28 at 4.30 7, Buckland terr, Plymouth

ADJUDICATIONS.

ALDRED, JOSEPH ALLEN, Holbeck, Leeds, Fishmonger Leeds Pet May 13 Ord May 13

ALLIS, GEORGE WILLIAM, Brentford, Hounslow, Nurseryman Brentford Pet March 23 Ord May 13

BARRY, PERCIVAL, Sydenham hill, Sydenham Greenwich Pet April 14 Ord May 15

BODILL, ADOLPHUS, New Brighton, Cheshire, Commission Agent Birkenhead Pet May 14 Ord May 14

BUTLER, JOHN, Bangor, Carter Bangor Pet May 14 Ord May 14

CARTER, WILLIAM, Ash, Kent, Baker Canterbury Pet May 16 Ord May 16

DAVIES, JOHN, Blaenau Festiniog, Merioneth, Confectioner Portmadoc Pet May 14 Ord May 14

DAY, CHARLES WELTON, Coddenham, Suffolk, Farmer Ipswich Pet May 1 Ord May 14

COOK, ROBERT, Heaton, Newcastle on Tyne, Provision Dealer Newcastle on Tyne Pet April 27 Ord May 14

DOWDING, ALFRED, Chorley, Lancs, Grocer Bolton Pet May 16 Ord May 16

EMBLING, FRANCIS, Portsmouth, Confectioner Portsmouth Pet May 13 Ord May 13

GOLDSPINK, WILLIAM, Attleborough, Norfolk, Butcher Norwich Pet May 15 Ord May 15

GRESHAM, ERNEST ALBERT, Leeds, Commercial Traveller Leeds Pet May 15 Ord May 15

HADLEY, HENRY THOMAS, Smethwick, Staffs, Baker West Bromwich Pet May 14 Ord May 14

HAIR, WILLIAM MCGAVIN, Leigh on Sea, Essex, Merchant's Clerk Chelmsford Pet May 14 Ord May 14

HARRIS, CHARLES ALBERT, Derby, Draper Derby Pet May 14 Ord May 14

HARRIS, FRANCIS EDWARD, East Sheen Wandsworth Pet Feb 22 Ord May 14

HORNER, JOHN, Leeds, Master Builder Leeds Pet May 8 Ord May 15

HORSPOOL, JOEL, Doughty st, Russell sq, Teacher of Singing High Court Pet April 13 Ord May 14

HUGHES, HUGH, Berthengam, Trelogan, nr Holywell, Flint, Builder Chester Pet May 14 Ord May 14

HUGHES, THOMAS, Bishopston, Bristol, Builder Bristol Pet April 27 Ord May 16

JACKS, JONATHAN, Ipswich, Blacksmith Ipswich Pet May 16 Ord May 16

JACKSON, JOHN, Horsforth, Guiseley, Yorks, Painter Leeds Pet May 13 Ord May 13

JONES, DAVID, Bronfynwent, Bronant, Eledrod, Cardigan, Farmer Aberystwyth Pet May 13 Ord May 13

KERSEY, FRANCIS, Leverson st, Streatham Wandsworth Pet May 7 Ord May 14

LEE, JOSEPH, Birdholme, nr Chesterfield Chesterfield Pet May 16 Ord May 16

LOWTHER, MATTHEW, Worthing, Coal Merchant Brighton Pet April 24 Ord May 15

MORRIS, DAVID JOHN, Carmarthen, Woollen Manufacturer Carmarthen Pet May 15 Ord May 15

MORRIS, WILLIAM JOHN, Hunslet, Leeds, Chemical Works Labourer Leeds Pet May 15 Ord May 15

PADBURY, WILLIAM RICHARD, Beckenham, Coach Builder Croydon Pet March 9 Ord May 16

PITHIE, THOMAS, Leeds, Plumber Leeds Pet May 13 Ord May 13

PLACKETT, HENRY, Draycott, Derby, Coal Dealer Derby Pet May 14 Ord May 14

REAVELEY, GEORGE HENRY, Gainsborough, Lincs, Confectioner Lincoln Pet May 15 Ord May 15

SCRIVEN, GEORGE, Stafford, Baker Stafford Pet May 13 Ord May 13

SMITH, HENRY, Sparkbrook, Birmingham, Baker Birmingham Pet May 15 Ord May 15

SMITH, JOHN, Ipswich Ipswich Pet May 15 Ord May 15

STEEL, ALFRED, New Cross, Horse Dealer High Court Pet March 25 Ord May 14

STEVENS, SYDNEY, Redfield, St Matthew, Bristol, Commercial Traveller Bristol Pet May 9 Ord May 15

TURNER, WINIFRED ELIZABETH, Bournemouth, Professional Nurse Poole Pet May 16 Ord May 16

VAUGHAN, JAMES ATKINSON, Shelf, nr Halifax, Fruit Salesman Bradford Pet May 15 Ord May 15

VOYSEY, EDGAR LENNOX, Hove, Sussex, Corn Factor Brighton Pet March 18 Ord May 15

WALLEN, ALFRED DOLLOND, Worcester Park, Surrey, Clerk Croydon Pet May 14 Ord May 14

WARD, WILLIAM JAMES, Penarth, Glam, Journalist Cardiff Pet May 14 Ord May 14

WHITEHOUSE, CHARLES ANDERSON, Moseley, Worcester Dudley Pet April 30 Ord May 15

WILKINS, DANIEL THOMAS, Pontypridd, Fitter Pontypridd Pet May 14 Ord May 14

WILLIAMS, EVAN RICHARD, Talley, Llandilo, Carmarthen, Blacksmith Carmarthen Pet May 16 Ord May 16

WILLIAMS, THEOPHILUS WILLIAM, Lewisham, Kent Greenwich Pet Feb 13 Ord May 15

WILSON, WILLIAM S, Woodgrange rd, Forest Gate High Court Pet April 6 Ord May 14

WITHERS, ERNEST EDWIN, Exeter, Butcher Exeter Pet May 14 Ord May 14

ZUCCARDI, GUSTAVE, Tavistock cres, Westbourne Park, Hay Salesman High Court Pet May 20 Ord May 15

WHITSUNTIDE, 14 Days.

A Cruise to SPAIN

Leaving Tilbury 4 June for Oporto, Tangier, Gibraltar, Malaga and Lisbon by P. & O. Cruising Yacht "VECTIS," 6000 Tons, 6000 H.P. Fares from 14 Guineas

FOURTEEN-DAY-CRUISES to NORWAY.

FARES from 12 GUINEAS. LEAVING TILBURY 23 JUNE, 12 AUGUST and 29 AUGUST.

Programme, illustrated, on application to the local agents, or at Company's Offices:

Northumberland Avenue, W.C., and 122 Leadenhall St., E.C., LONDON.